AMERICAN STATE PAPERS.

CLASS V.

MILITARY AFFAIRS.

VOLUME II.

AMERICAN STATE PAPERS.

DOCUMENTS,

LEGISLATIVE AND EXECUTIVE,

OF THE

CONGRESS OF THE UNITED STATES,

FROM THE FIRST SESSION OF THE SIXTEENTH TO THE SECOND SESSION OF THE EIGHTEENTH CONGRESS, INCLUSIVE:

COMMENCING DECEMBER 27, 1819, AND ENDING FEBRUARY 28, 1825.

SELECTED AND EDITED, UNDER THE AUTHORITY OF CONGRESS,

BY WALTER LOWRIE, *Secretary of the Senate*,

AND

WALTER S. FRANKLIN, *Clerk of the House of Representatives*.

VOLUME

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AMERICAN STATE PAPERS.

MILITARY AFFAIRS.

16th CONGRESS.] No. 176. [1st SESSION.

COMPLAINTS AGAINST THE MILITARY ACADEMY AT WEST POINT.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, DECEMBER 27, 1819.

May it please the honorable the Congress of the United States:

THAT the undersigned, late cadets in the service of the United States, in pursuance of original powers extended to the said undersigned by one hundred and eighty cadets, in November, 1818, to act in their behalf, and, by all legal means, to relieve the corps of cadets from certain tyrannies which they hold to exist, would respectfully represent and declare:

That a true statement of the situation of the Military Academy has been withheld from the Congress of the United States.

That, in consequence, the said Military Academy has suffered under the abuses of an authority which was, and is, unrestrained by any fixed and certain laws.

That, although it has been officially asserted that the said Military Academy has been governed by the rules and articles of war, yet those laws have frequently been infringed in cases involving the reputation of individuals.

That courts of inquiry have been ordered by the superintendent of the academy for the purpose of trying cadets, who did not request, and did not desire, the convention of such courts: the superintendent thereby violalating the ninety-second article of war.—(See certificate No. 1.)

That unjust and unauthorized taxes have been levied on the cadets, at different times, under the pretence of a charge for the injury of class books; that the said taxes were levied without the consent of the cadets, and stopped from their pay without their being able to prevent the imposition.—(See certificate No. 2.)

That the cadets have been and are coerced to sign the pay-rolls of the academy, acknowledging the receipt of their pay, when such acknowledgment has been, and is, in effect, false, because they have not been and are not permitted to dispose of any portion, or to have any concern in the disposition, of the said pay.—(See certificate No. 3.)

That insults, gross, personal, corporeal, and degrading, have been offered to cadets as individuals, and to the corps as a body, with impunity; the officer offering such insults being abetted by his superior, the Superintendent, and permitted to join his regiment without a public punishment.—(See pamphlet attached to this petition, marked A.)

That charges against the said officer were preferred by an individual who had received a corporeal insult, and were not attended to by the superintendent; that charges were preferred by the undersigned petitioners against the said officer, (see A,) and were not attended to, but, as if to punish the humility that would beg when goaded past endurance, they were punished for thus complaining, by an unheard of arrest and persecution for nearly twelve months.—(See pamphlet A.)

That the present state of the academy is the same as at the time when the aforesaid injuries took place, and that those injuries might now be repeated with impunity.

That there is now in force an illegal order, whereby cadets are forbid to address the Department of War or Engineers on any occasion or emergency; this order being contrary to the genius of our laws, and in direct violation of the rules and articles of war.—(See certificate No. 4, Art. War 34.)

That cadets have been forced to resign by a public order, under pretence that they were not proficient in their studies, when it was known that the said cadets were prevented from making a proper progress in their studies by disadvantages resulting from the organization of the institution.—(See certificate No. 5.)

That cadets have been forced, *in effect*, to give evidence against themselves before a court of inquiry, which they did not request, by a high-handed violation of common law.—(See certificate No. 6.)

That, as an instance of the system of partiality and tyranny which exists at the academy, the superintendent has taken from the weekly class reports the names of those cadets who were reported as the most meritorious by the professors, and substituted the names of other cadets in their stead, for whom he had a private partiality.—(See certificate No. 7.)

That the present superintendent of the academy has been guilty of a gross dereliction from truth, in misrepresenting to the War Department the characters of four of the undersigned petitioners, terming them old offenders, and charging them with being the ringleaders of mutiny, the seducers of their fellow-cadets from duty, and the cause of those disturbances which are said to have occurred on the assumption of the superintendency by Captain Alden Partridge, in 1817.—(See pamphlet A, papers R and T.)

That, although the superintendent, the Secretary of War, and President, have declared that cadets are subject to military law, yet a report from the superintendent, received by the War Department, and approved by the Secretary and President, contained a counter assertion; that they were subject to the penalties of martial law, but denying "that they have rights as a corps of the army."

That the cadets are now forbidden to sign any paper without permission from the superintendent, under the vain idea that their spirits will thus become broken, and that all their sensibility will be stifled or destroyed.—(See pamphlet A.)

That it will be perceived by the honorable Congress, from the foregoing statement, that a system has been and is now in operation to suppress an honorable and virtuous pride among those who are to be reared for the calling of arms; that the most undue and illegal means are taken to cut off, from the Congress, the Executive, and the sovereign people, all knowledge on the state of an institution which exists in the bosom of the republic, tending to render it a very viper to the breast by which it is suckled; it is bound round from all complaints against the most galling tyranny, by the icy bond of official interdict, backed by the army laws; while, within, those laws are applied when it suits expediency, or perverted whenever they may afford protection to the oppressed.

That it has been attempted to place the cadets in the state of those miserable soldiers, who, before their eyes, at that very academy, have received between one and two hundred lashes at a time, on the bare back, without even the form of a trial, and in defiance of the American law, which preserves sacred, both to soldier and citizen, that great feature of liberty, a trial by jury.

That the undersigned petitioners most humbly hope that the honorable Congress will inquire into the manifold abuses which are here complained of; they most humbly pray that an investigation may be had on this said Military Academy, which, if allowed to be governed according to the monarchical ideas of its present ruler, will, in a short time, be so advanced in depravity as to require nothing less than its utter extinction.

That the undersigned petitioners would most humbly set forth that, although this petition may appear novel and unprecedented, yet it is the only resort for the cadets of the Academy who have failed in their efforts to gain partial or substantial redress. They want, and it is humbly hoped that Congress will extend to them, the protection of the laws in a fixed and certain code for the institution.

That the undersigned petitioners would most humbly represent that, as individuals, they are disinterested in the consequences of this petition; they are now citizens; their desires of becoming soldiers of the republic have been frustrated. A court, to which was confided the sanctity of the law, has violated that sanctity in order to condemn them; they may, even now, be laboring under censure and obloquy. They merely ask, in the name of and for their constituents, that which they were appointed to obtain, a riddance from tyranny.

All which is most humbly submitted to the honorable Congress.

NATHANIEL HALL LORING,
THOMAS RAGLAND,
C. R. VINING,
CHARLES RUTLEDGE HOLMES,
WILSON M. C. FAIRFAX.

WEST POINT, NEW YORK, *December* 20, 1819.

No. 1.

WEST POINT, NEW YORK, *December* 20, 1819.

Courts of inquiry were frequently ordered for the trial of cadets, without their requesting them, during the year 1818. Many cadets who were tried by those courts, were so tried contrary to their wish. The undersigned was, in that year, the post adjutant at West Point, and by order of the superintendent, Major Thayer, often issued orders for such trials. Some of the cadets who were tried were dismissed, some suspended and their pay stopped, and others were reprimanded.

THOMAS RAGLAND.

No. 2.

Amount of deductions from the pay of cadets for injuries done to class books, arms, &c. for the years 1818, '19.

For 1818.		
January,	$25 25	
March,	54 62	
April,	84 12	
May and June,	186 16	
June, in addition,	31 19	
July and August,	9 98	
October,	30 77	
November and December,	6 25	
		$428 34
For 1819.		
January and February,	$16 61	
March and April,	133 75	
May and June,	53 87½	
March and April,	57 00	
May and June,	574 63½	
July and August,	198 25	
		1,034 12
		$1,462 46

DECEMBER 19, 1819.

The above statement of deductions, as far as it goes, is accurately copied from accounts in the office of the Pay and Quartermasters' Departments; but it is probable that there are other items which would increase the sum, but these could not be examined. The charges for injuries to arms, &c. are trifling in comparison with those for class books.

WILSON M. C. FAIRFAX,
THOMAS RAGLAND,
N. H. LORING.

No. 3.

WEST POINT, *December* 20, 1819.

We certify that, from continual orders, and the constant practice of the post, we have been always obliged to sign the pay-rolls in token of receipt of pay, which we have never received, and which has been disposed of, without consulting us on the object or mode of appropriation, whenever our expenditures exceeded our pay; excepting, only, the allowance of five dollars, when our debts were within certain limits.

G. G. W. BUTLER,
A. P. DONELSON,
WILSON M. C. FAIRFAX, (*late cadet.*)

No. 4.

WEST POINT, *December* 20, 1819.

We certify that an order now exists in full force prohibiting any communication from a cadet to the War Department or Engineer's Office, except through the superintendent of the academy, and therefore subject to be stopped by him.

WILSON M. C. FAIRFAX, (*late cadet.*)
G. G. M. BUTLER,
A. P. DONELSON.

No. 5.

DECEMBER 20, 1819.

I certify, on honor, that some of those cadets who were forced to resign by an order issued by Major Thayer, under the pretence that they had not made sufficient progress in their studies, had had but very little opportunity of good instruction; for the section to which they belonged, for a considerable time, was attended to by a higher class, each member in this class instructing in turn; and there were no less than twelve or fifteen of such instructors to this section.

W. S. MAITLAND, *Cadet.*

No. 6.

DECEMBER 20, 1819.

We certify, on our honor, that a court of inquiry was convened at this post, by command of the superintendent, Major S. Thayer, to discover the individuals who flogged a teamster. It was not convened at the request of those implicated. Cadets Turnbull, Whetcroft, Van Wyck, Vanderburgh, and Karrick, all concerned conjointly, were brought before this court, and ordered to give evidence, each one of the other four, but not to speak of himself, unless voluntarily. They were all found guilty. Mr. Van Wyck was dismissed; the others suspended.

N. H. LORING,
THOMAS RAGLAND.

No. 7.

WEST POINT, *December* 20, 1819.

I certify that my number in the weekly class report has been changed by the superintendent of the academy, whereby my rank in my class, as given by my professor, has been lowered arbitrarily and unjustly.

DAVID MONIAC.

A.

AN EXPOSE OF FACTS CONCERNING RECENT TRANSACTIONS RELATING TO THE CORPS OF CADETS OF UNITED STATES' MILITARY ACADEMY, AT WEST POINT, NEW YORK.

PRELIMINARY OBSERVATIONS.

In November, 1818, Thomas Ragland, of Virginia, Charles R. Holmes, of South Carolina, Charles R. Vining, of Delaware, Wilson M. C. Fairfax, of Virginia, and Nathaniel Hall Loring, of Massachusetts, were elected by the cadets of the United States' Military Academy a committee to represent to the superintendent of the academy the treatment which they (the cadets) had received from Captain Bliss, an officer of the United States' infantry, then in command of the corps; and likewise to endeavor to prevent, by lawful measures, the repetition of those indignities which formed the subject of their complaint.

The manner of their election was as follows: Paper A was given from room to room, and was signed by those who thought it correct, without any advice, and from the free impulse of their feelings and judgment. In reality, there was but little wavering. Men of honor could not have been otherwise than indignant at such insults as had been offered them, and but few could or did differ in their ideas of the proper means for terminating them. No advice was pretended to be given to any one; men of honor do not receive advice on such occasions. There were no deliberative "assemblies," no "organized combinations." This will appear from the evidence adduced on the trial of Mr. Ragland. One hundred and eighty gentlemen can be called on to prove these assertions, by oath or otherwise. It is, therefore, not to be doubted.

The papers which are now printed complete all the correspondence prior and subsequent to the arrest of the committee. None are withheld. If facts are against them, they will submit without a murmur. But can it really

be believed that, when a soldier engages in the service of his country, he forfeits his right of remonstrating against tyrannical oppression and personal abuse! If such a sentiment should be upheld and persisted in, how forbidding a prospect would the profession of arms exhibit? What security would any officer have against the foulest indignities? The act forbidding *any* man, or *body* of men, to remonstrate against individual or collective injuries, must appear to the reflecting man in the highest degree perversive of those general principles of justice which are peculiar to no clime, but are rather among the first acquisitions of childhood.

These papers are not printed to produce public animadversion. They are intended for the friends of the accused. It were to be wished that the friends of *every* man accused of a crime should hear his statement as well as that of his accuser. In that case, it might be found that *the persecuted and despised sometimes, like the toad, carry a jewel of honor beneath their outward deformity.*

The letter of Mr. Ragland, marked T, is particularly referred to as a comment on the report of Major Thayer, marked R. Misstatements should always be corrected; and as Mr. Ragland's letter can be corroborated by a reference to the official documents of the academy, and by gentlemen of integrity, perhaps he may be believed, although laboring, with his friends, under the obloquy of official censure.

The committee, it will be perceived, were arrested, and continued in arrest nearly *twelve months.* During that period, a court of inquiry and a court martial were convened for their trial. The court of inquiry should be remembered. Its proceedings evince *a remarkable adherence to law and right reason.* The committee were tried when at their homes by this court. *They were not allowed the right of defence—the grand and universal right maintained in Europe, America, and almost the whole globe.*

A general court martial convened in May, 1819, and, after examining the case of Mr. Ragland, decided that they, according to their construction of the rules and articles of war, had no authority to try cadets. The Attorney General of the United States gave his opinion in September. The court then convened again, and confirmed the opinion they had before expressed. In October the court was dissolved. The committee were ordered to return to duty. This was after their class had been commissioned. They have since offered their resignations as cadets.

It may be additionally observed that the committee were charged by Major Thayer with disobedience of orders; the major specifying that they did not comply with an order coming, in fact, through an unofficial and illegal medium. The case stands thus: Major Thayer alleges that he gave cadet Ragland an order for Messrs. Loring, Fairfax, Holmes, and Vining, directing them not to hand him (Major T.) "*a second communication*," a "*second time.*" Here is an *error*, both *in the charge* and in *the application of the supposed order.* Mr. Ragland, according to military usage and law, could not communicate an order; and should he have transmitted one to Messrs. Loring, &c., *they were not bound to obey*, because Mr. Ragland had not any command, direct or implied, over them. If Mr. Ragland, therefore, had given the order, Messrs. Loring, &c. could not have been punished for its disobedience. But Mr. Ragland *most solemnly declares that he never received nor communicated such an order.* Major Thayer, the only witness on this charge, and, combining in himself the qualities of *witness* and *prosecutor*, merely swears, that he gave the order, either direct or implied, to Mr. Ragland, but knows nothing of its being received by Messrs. Loring, Holmes, Fairfax, and Vining.

But, for the sake of argument, suppose the order to have been given to Mr. Ragland; suppose him a proper channel for its transmission; suppose it to have been delivered to Messrs. Loring, &c.; wherein has it been disobeyed? There was handed to Major Thayer, in a private way, a paper, intended by the committee, if circumstances permitted, as a communication to him. This was a paper including two others, (F and G;) and it was, indeed, the second paper prepared for the purpose of being presented to him; yet it was only handed in by individuals, in the manner stated, and so handed only once. Therefore, Messrs. Loring, &c. have disobeyed no orders, even by the most forced and illiberal construction of their conduct. The Executive, however, in the general order of the 10th of November, 1819, censures Messrs. Loring, Ragland, Vining, Fairfax, and Holmes, for disobedience of orders, although Major Thayer was the only *witness* on the charge, and he proved nothing. May not Messrs. Ragland and Fairfax be deemed "*deliberate liars*," by the same mode of implication? May not the fairest character be stigmatized for rape, murder, or robbery, by the same manner of construction? Is the assertion of *one interested* man better than the solemn asseveration of *five* persons not more interested? If such proof can be adduced in one case as an evidence of the validity of crime, it may, with equal propriety, have weight in any other case, however destructive of character or reputation.

To detest virtue may be deemed a crime against morality; and to abhor vice is our bounden duty in every stage of existence. He who permits local prejudice to warp his estimation of virtue is wanting in a social duty. He who would not detest crime, even though it should appear robed in the dazzling habiliments of rank, surrenders the independence which alone can render him estimable, and stops the pulse of honor which nature has commanded to palpitate.

The committee have suffered for being properly proud of the ennobling title of Americans. They felt that, by a complacent endurance of gross personal insults, they would compromit that title; and they were unwilling to do so.

The committee have been and are patient. If their characters have been traduced, they answer by *facts.* If their proceedings have been misrepresented by the interested or ignorant, they answer by *facts.* If they have been stigmatized as mutineers, they demand an investigation of *facts.* Their friends can read these papers, and judge. They ask no partiality, conscious of being correct both in principle and action; and assured that real honor will never be despised, they remain, in spite of every shaft of detraction, and every act of injustice, "*independent* and *erect.*"

A.

UNITED STATES' MILITARY ACADEMY,
WEST POINT, *November* 22, 1818.

We, the subscribers to this paper, do vote for the five individuals opposite to our names, as a committee in our behalf, to represent to the superintendent of the academy the treatment we have received from the officer in the immediate command of the corps; and to take such other measures as they may deem urged by our peculiar situation.

Dehart.	Fairfax, C. Vining, Ragland, N. Loring, W. Hunter.	R. A. Thruston.	Vining, Ragland, Holmes, Fairfax, Loring.	Holmes.	Ragland, Fairfax, C. Vining, N. Loring, D. Tyler.

T. Ragland.	Fairfax, C. Vining, N. Loring, Dehart, R. Brooke.	H. Coulter.	Fairfax, Ragland, Loring, Vining, Holmes.	R. Brooke.	C. Vining, Fairfax, Ragland, Cruger, Underhill.
Underhill.	Fairfax, C. Vining, Ragland, C. Holmes, Turnbull.	E. Morton.	Fairfax, Ragland, Vining, Loring, Holmes.	T. Lowndes.	Ragland, Fairfax, Vining, D. Tyler, Tallmadge.
W. M. C. Fairfax.	Wm. Turnbull, W. E. Cruger, T. Ragland, C. R. Vining, F. Underhill,	T. Noel.	Fairfax, Vining, Ragland, Holmes, N. Loring.	J. Barney.	Ragland, Fairfax, Vining, Brooke, Dehart.
D. Tyler.	Ragland, Fairfax, Vining, C. Holmes, Wm. Hunter.	J. A. Dumeste.	Fairfax, Ragland, C. Vining, N. Loring, Holmes.	S. Wragg.	C. Vining, Holmes, W. Cruger, Turnbull, Underhill.
R. Lowndes.	C. Vining, T. Ragland, W. Fairfax, W. E. Cruger, Holmes.	W. Bourne.	N. Loring, Ragland, Vining, Donelson, Fairfax.	J. R. Ingalls.	W. C. Fairfax, C. Vining, T. Ragland, N. Loring, C. Holmes.
J. Vail.	Fairfax, C. Vining, T. Ragland, N. Loring, C. R. Holmes.	T. Wright.	Fairfax, Vining, Ragland, Loring, Holmes.	D. H. Vinton.	W. C. Fairfax, C. Vining, T. Ragland, N. Loring, C. Holmes.
John H. Hewett.	Fairfax, C. Vining, T. Ragland, N. Loring, C. Holmes.	T. Rodney.	Fairfax, Ragland, Vining, Loring, Holmes.	T. Moniac.	Fairfax, Ragland, Loring, Vining, Holmes.
Eustis Trenor.	Fairfax, Turnbull, Underhill, Holmes, Cruger.	J. Mansfield.	Fairfax, C. Vining, Ragland, Loring, Holmes.	J. Mackenzie.	Fairfax, Ragland, Vining, Loring, Holmes.
G. G. Pierce.	Fairfax, Turnbull, Underhill, Holmes, Cruger.	T. Morris.	Fairfax, Ragland, N. Loring, Holmes, Vining.	Wm. H. Kerr.	Fairfax, Ragland, Vining, Loring. Holmes.
Waties.	Ragland, Fairfax, Vining, Underhill, Turnbull.	J. Pentland.	Fairfax, Ragland, Loring, Vining, Underhill.	Henry L. Irwin.	W. C. Fairfax, Loring, Vining, Ragland, Holmes.
Wm. Gaillard.	C. Vining, Fairfax, T. Ragland, N. Loring, F. Underhill.	T. F. Johnson.	Fairfax, Vining, Ragland, Holmes, Turnbull.	G. Morris.	N. Loring, C. Vining, Fairfax, Ragland, C. Holmes.
W. A. Elliason.	Fairfax, Vining, Ragland, W. G. Hunter, Tyler.	G. Wade.	Fairfax, Vining, Holmes, Turnbull, Ragland.	T. J. Harman.	N. Loring, C. Vining, C. Holmes, T. Ragland, Fairfax.
T. B. Wheelock.	N. Loring, C. Vining, C. Holmes, T. Ragland, Fairfax.	Samuel C. Ellis.	Loring, Ragland, Turnbull, Holmes, Fairfax.	F. Searle.	N. Loring, Fairfax, Ragland, Vining, Holmes.
H. Hobbs.	T. Ragland, Fairfax, Loring, Holmes, Vining.	J. W. Fulton.	Fairfax, Vining, Ragland, Holmes, Turnbull.	Coolidge.	Fairfax, Ragland, Loring, Vining, Holmes.
E. Massey.	N. Loring, Fairfax, Ragland, Vining, Holmes.	J. R. Stevenson.	Fairfax, Ragland, Turnbull, Holmes, Loring.	C. Dimmock.	Fairfax, Ragland, Loring, Vining, Holmes.

Wm. W. Morrris.	N. Loring, C. Vining, Fairfax, Holmes, Ragland.	W. Scott.	Loring, Fairfax, Holmes, Ragland, Vining.	Bowes.	Fairfax, Ragland, Loring, Vining, Holmes.
J. M. Tufts.	N. Loring, Ragland, Fairfax, C. Vining, C. Holmes.	Constantine Smyth.	Loring, Fairfax, Holmes, Ragland, Vining.	Rogers.	C. Vining, Fairfax, Ragland, Holmes, Underhill.
Worthington.	T. Ragland, Vining, Loring, Fairfax, Dehart.	N. Loring.	Fairfax, Holmes, Ragland, Vining, Brooke.	E. Feltus.	Fairfax, Elliason, Ragland, Woolley, Holmes.
Chs. Guerrant.	T. Ragland, Fairfax, C. Vining, N. Loring, W. Cruger.	J. F. Scott.	N. Loring, T. Ragland, W. Fairfax, C. Vining, C. Holmes.	Hall.	C. Vining, Fairfax, Ragland, Holmes, Loring.
Westwood Lacey.	N. Loring, Fairfax, Ragland, C. Vining, A. Woolley.	S. M. Capron.	Fairfax, Vining, Ragland, Loring, Underhill.	John Wolcott.	Underhill, Loring, Holmes, Ragland, Fairfax.
John W. Fales.	Fairfax, Ragland, Loring, Holmes, Vining.	R. D. C. Collins.	Fairfax, C. Vining, Ragland, Loring, Holmes.	W. H. Hunt.	Fairfax, Vining, Ragland, Holmes, Turnbull.
James H. Cooke.	C. Vining, Fairfax, Ragland, Holmes, Loring.	Hepburne.	Fairfax, Ragland, N. Loring, Holmes, Vining.	B. Wright.	Loring, Woolley, Holmes, Ragland, Underhill.
D. W. Allanson.	Vining, Ragland, Holmes, Fairfax, Loring.	A. B. Skinner.	Fairfax, Ragland, Holmes, Vining, Edson.	A. K. Woolley.	Loring, Ragland, Holmes, Vining, Fairfax.
H. Brewerton.	Fairfax, Ragland, C. Vining, N. Loring, Holmes.	W. S. Maitland.	Fairfax, Vining, Ragland, Holmes, ——.	H. J. Feltus.	Loring, Fairfax, Ragland, Vining, Holmes.
J. B. Scott.	Woolley, Elliason, Vining, Loring, Ragland.	T. F. Buck.	Fairfax, Vining, Holmes, Turnbull, Ragland.	Wm. Malcolm.	N. Loring, T. Ragland, W. Fairfax, J. Baker, C. Holmes.
H. Bainbridge,	Fairfax, Vining, Ragland, Loring, Holmes.	G. Wright.	Fairfax, Vining, Holmes, Turnbull, Ragland.	D. D. Tompkins.	N. Loring, T. Ragland, W. Fairfax, C. Vining, C. Holmes.
N. P. Trist.	Fairfax, N. Loring, T. Ragland, C. Vining, C. Holmes.	D. Hunter.	Loring, Underhill, Ragland, Holmes, Fairfax.	John G. Reynolds.	Fairfax, N. Loring, T. Ragland, C. Vining, C. Holmes.
Birdsall,	The same as above.				
J. Henry,	same.				
A. Graham,	same.	Robert Hunt.	W. C. Fairfax, T. Ragland, N. Loring, C. Vining, ——.	S. A. Hobart, A. Morton, J. Craig, Z. Kinsley, Richard C. Cross, Edgar Hawkins, Edward E. Root, John Pickell, Campbell Graham, James Scott, William Wall, Henry Clarke, George Stickney, John D. Hopson,	same. same. same. same. same. same. same. same. same. same. same. same. same.
C. Radcliffe,	same.				
H. Buswell,	same.				
J. Nichols,	same.				
Pollard McCormick,	same.				
Wm. Young,	same.				
Henry D. Burke,	same.				
F. Lee,	same.				
David Porter,	same.				
T. Edwards,	same.				
J. McComb,	same.				
E. Thompson,	same.				
J. Dimmick,	same.				

B.

WEST POINT, *November* 22, 1818.

We, the undersigned, vote for the five opposite our names, respectively, to compose a committee to wait upon the superintendent of the academy, on our behalf, to represent the treatment we have received from the commandant of the corps of cadets, and to take such other measures as the necessity of the case and military propriety may suggest.

Wm. E. Cruger.	Fairfax, Vining, Ragland, Wm. Turnbull, Woolley.	Lewis Morris,	Ragland, Vining, Loring, Fairfax, Wm. Cruger.	J. F. Hamtramck.	Ragland, Vining, Fairfax, Woolley, Holland.
John C. Holland.	Fairfax, Vining, Ragland, Woolley, Turnbull.	J. Grier.	Fairfax, Ragland, Vining, Cruger, Turnbull.	B. E. Person.	Fairfax, Vining, Turnbull, Ragland, Woolley.
W. Turnbull.	Vining, Ragland, Fairfax, Cruger, Woolley.	J. L'Engle.	Ragland, Vining, Fairfax, Turnbull, Woolley.	J. Henshaw.	Fairfax, Vining, Ragland, Woolley, Turnbull.
G. W. Whittler.	Vining, Ragland, Fairfax, Woolley, Turnbull.	W. Gwyn.	Fairfax, Ragland, Vining, Woolley, Turnbull.	J. E. Newell.	Fairfax, Vining, Turnbull, Ragland, Woolley.
J. B. Dusenberry.	Fairfax, Vining, Turnbull, Ragland, Donelson.	F. Green.	Fairfax, Turnbull, Woolley, Ragland, Cruger.	Wm. H. Swift.	Fairfax, C. Holmes, Turnbull, Vining, Loring.
J. Edwards.	Fairfax, Vining, Ragland, Turnbull, W. Cruger.	G. D. Ramsay.	Fairfax, Vining, Ragland, Loring, Turnbull.	Wm. Rose.	Fairfax, Ragland, Hunter, Vining, Loring.
S. A. Chambers.	Fairfax, Vining, Ragland, Loring, Turnbull.	W. Stith.	Fairfax, Vining, Ragland, Loring, Underhill.	A. M. Wright. G. W. Folger. A. Edson. E. C. Ross. Winder.	Same. Same. Same. Same. Same.
W. G. Hunter,	Fairfax, Vining, Loring, Cruger, Hamtramck.	R. W. Allston.	Fairfax, Vining, Loring, Cruger, Hamtramck.	Julius Ad. Lagnel.	Vining, Ragland, Loring, Fairfax, Hunter.
A. J. Donelson.	Fairfax, Ragland, Woolley, Turnbull, W. E. Cruger.	J. Baker.	Fairfax, Ragland, Woolley, Turnbull, Loring.	Confield. Bell. J. J. James.	Same. Same. Same.
D. Wallace.	Fairfax, Ragland, Loring, Turnbull, Vining.	W. Tallmadge.	Fairfax, Ragland, Loring, Hunter, Vining.	E. Mason.	Ragland, Vining, Fairfax, Loring, Turnbull.
J. J. Abercrombie.	Fairfax, Ragland, Vining, Loring, Baker.	C. Vining.	Fairfax, Ragland, Loring, Turnbull, Cruger.	A. Long. George A. McCall. J. Prescott. H. Day.	Same. Same. Same. Same.
M. S. Livingston.	Fairfax, Ragland, Loring, Edson, Vining.	C. B. Shaw.	Fairfax, Ragland, Loring, Hunter, Vining.	George Taylor.	Ragland, Vining, Fairfax, Woolley, Holmes.
Jasper Strong.	Same.	Henry Gilbert.			
E. Mansfield.	Ragland, Vining, Fairfax, Loring, Holmes.	Jonathan S. Bean.	Fairfax, Ragland, Turnbull, Vining, Loring.	Barbarin.	Vining. Loring, Ragland, Fairfax, Hunter.
		Edward S. Peers.	Same.	S. B. Fillibrown. James Wood.	Same. Same.

M. A. Jones.	Fairfax, Ragland, Turnbull, Vining, Loring.	P. Buchanan.	Ragland, Fairfax, Vining, Loring, Holmes.	Brockenborough.	Vining. Fairfax, Loring, Holmes, ———.
H. Carlton.	Same.	H. Tyler.	Same.		Ragland, Vining, Fairfax, N. Loring, Holmes.
E. D. Clarey.	Same.	N. Tyler.	Same.		
H. Lincoln.	Same.	A. Philips.	Same.	Lindsay.	
James Blaney.	———	R. Conant.	———		

CONSOLIDATION.

	Votes.
Wilson Miles Cary Fairfax,	172
Thomas Ragland,	168
Charles Ridgely Vining,	164
Nathaniel Hall Loring,	134
Charles Rutledge Holmes,	105
William Turnbull,	44
William G. Hunter,	19
Aaron Kitchel Woolley,	18
William E. Cruger,	16
Frederick K. Underhill,	14
William C. De Hart,	3
Robert S. Brooke,	3
Daniel D. Tyler,	3
William Alexander Elliason,	2
Andrew Jackson Donelson,	2
Alvin Edson,	2
Joshua Baker,	2
John Francis Hamtramck,	2
George Washington Tallmadge,	1
Rawlings Lowndes,	1
John C. Holland,	1

W. M. C. FAIRFAX,
T. RAGLAND,
C. R. VINING,
N. H. LORING,
C. R. HOLMES,
Committee.

C.

WEST POINT, *November* 24, 1818.

With a proper respect for their superiors, and after consulting the regulating laws of the army, a large majority of the cadets of the Military Academy beg leave to lay before the Superintendent a statement of their grievances.

The Military Academy has heretofore been considered the nursery of our army, where young gentlemen of the highest prospects in life should be proud and emulous to enrol themselves; in which the sentiments of honor should be cherished; so that its students might revolt equally at personal ignominy and national degradation. It is to this seminary that the American people have been taught to look for their protectors; protectors who should be too proud to be treacherous, and too noble to be cowards. And it has, with propriety, been believed, by the intelligent statesmen of our republic, that the field of warfare is the proper theatre of genius; that the profession of arms is that in which the highest qualities of the mind are exerted; where virtue flourishes best; and where the noble soul, jealous of its rights, preserves its purity separate from the sordidness of life. When the present cadets received their official passports to its duties, their parents permitted them to accept, under the impression that they were to be here nurtured in the rudiments of honor, and instructed in an abhorrence of disgrace: they thought their feelings were not to be trampled upon; and with confidence sent their children to an institution where an honest pride would be implanted in them, and where their spirits would not cower under injuries, to become the soldier of their country.

Under the influence of these ideas we embraced, with pride and alacrity, the military life; we came here, we formed friendships, we performed our duties, submitted cheerfully to necessary hardships, and were happy whilst we continued uninjured. But these flattering prospects, which gave a zest to our pleasures, have been in a measure clouded by the undeserved and unauthorized treatment which we have received from the commandant of the corps of cadets. The act of violently pushing from the railings of the barracks a cadet, and the subsequent forcible expulsion from his quarters of a young man of the first respectability and honor, may perhaps be deemed sufficient indications of the course which he intends pursuing. Such treatment is not authorized from an officer to a soldier in the ranks; and, with due respect, we consider ourselves as gentlemen cadets, and as members of families wronged and abused. On Sunday the 22d instant, on the forenoon drill, the commandant violently seized by the collar, shook, jerked, and publicly damned, one of our number. The conduct of this cadet was, to the conviction of those near, by no means disorderly, and hardly deserving the slightest reprimand; but we do conceive, that no possible conduct, other than mutiny, could afford the slightest pretence for the measures pursued by the commandant. On retiring to his quarters, the cadet was imprisoned in a dark room, and denied a light or books, until further orders, and, as we hear, under a charge of mutinous conduct.

That his conduct on drill was as we have stated; that he was, to all appearance, perfectly unconscious of having committed an offence; that he was entirely free from any mutinous conduct, will be testified by many whose veracity cannot be doubted. When the mind tamely acquiesces in personal indignities, it becomes weakened; the energies commence their decline, the virtues are enfeebled, and officers who are governed by blows must be destitute of all that should characterize a soldier or a man of honor. From these considerations, and from what we conceive to be the contract between the Government and ourselves, as its servants; from the principles of pride and

honor, which were inculcated by our parents, and in which we have been educated, we remonstrate, and ask redress of the only one, from whom we can confidently hope to obtain it, the superintendent of the Military Academy.

We are with respect,

WILSON M. C. FAIRFAX,
CHARLES R. VINING,
THOMAS RAGLAND,
CHARLES R. HOLMES,
NATHANIEL H. LORING,
Committee of Cadets.

D.

WEST POINT, *November* 24, 1818.

We do hereby certify, on honor, that, on or about the 26th of October, 1818, Captain John Bliss, without the least possible provocation, did throw stones at us, and at several other cadets of the Military Academy.

P. McCORMICK,
D. MONIAC.

WEST POINT, *November* 24, 1818.

I do certify, on honor, that Captain Bliss did, on Sunday the 22d of November, 1818, whilst on battalion drill, seize me by the collar, jerk me violently out of the ranks, and shake me for some time. When I asked him if this was the manner in which I should be used? he said "Yes, God damn you."

E. L. NICHOLSON.

WEST POINT, *November* 24, 1818.

I, Westwood Lacey, a cadet of the United States' Military Academy, do hereby certify, on honor, that, on or about the 15th day of October, 1818, I was sitting on the railing of the south barracks, at which time Captain John Bliss, of the 6th regiment of the United States' infantry, commandant of the corps of cadets, passed me, and on getting behind me, violently pushed me off. I had not saluted him; but I had barely sufficient time to do so: and that in any other manner than this I had not given him the slightest provocation.

W. A. LACEY.

WEST POINT, *November* 24, 1818.

I do certify, on honor, that the above statement is correct, and that Captain Bliss pushed cadet Lacey off the railing, without the appearance of passion much excited.

EDWARD C. ROSS, *Cadet.*

WEST POINT, *November* 24, 1818.

I certify, on honor, that Captain John Bliss did, on the morning of the 14th of November, order me from his quarters in an insulting manner, and with menacing gestures, and, without having given me time to obey his orders, he violently seized and thrust me out of his room.

JAMES T. WORTHINGTON, *Cadet.*

WEST POINT, *November* 24, 1818.

I do certify, on honor, that the above statement is correct.

MUSCO G. TALIAFERRO.

[Here should be entered copies of several certificates handed to the committee, which are mislaid; one from Mr. Cruger, in support of 1st specification of the charge against Captain John Bliss, and two others, from Messrs. Worthington and Nicholson, which are subsequently referred to.]

F.

SIR: MILITARY ACADEMY, WEST POINT, *November* 26, 1818.

One hundred and eighty cadets, through their committee, present the enclosed charge against Captain John Bliss, of the sixth regiment United States' infantry; and they confidently hope the superintendent of the academy will sufficiently notice the injuries they have received to do them justice.

They believe the rank of persons presenting charges not material; that it is only necessary to show the facts of import worthy the cognizance of a military court, and that those facts are supported by indisputable evidence.

Should the officer, to whom they have appealed, refuse them attention, they owe him the candor to say, that, although in *his* opinion it may be an adherence to military propriety, yet the impending degradation arising out of the impunity with which the officer complained of would insult and oppress them, must be avoided.

If we remain in our country's service, let the military law protect us; and if it be inexpedient that it should so, we would enjoy the rights of private citizens.

Our measures are not dictated by the effervescence of passion; they proceed from a determination founded on principle. We will proceed on that principle to the verge of right; supporting our views with all the influence attainable; and, if necessary, sacrifice our individual interest in the cause we have undertaken.

We are, with the highest consideration, your very humble and obedient servants,

CHARLES R. HOLMES,
NATHANIEL HALL LORING,
THOMAS RAGLAND,
CHARLES R. VINING,
WILSON M. C. FAIRFAX,
Committee of Cadets.

G.

WEST POINT, *November* 26, 1818.

A charge preferred against Captain John Bliss, of the sixth regiment of the United States' infantry.

CHARGE.—*Unofficerlike and ungentlemanlike conduct.*

Specification 1st.—In this, that he, the said Captain John Bliss, of the sixth regiment United States' infantry, did, on or about the 26th of October, 1818, without the least possible provocation, throw stones at several of the cadets of the Military Academy; which conduct produced the effect of rendering him less respectable as a commanding officer, and wounded deeply the feelings of those under his command.

Specification 2d.—In this, that he, the said Captain John Bliss, of the sixth regiment United States' infantry, did, on or about the 15th day of October, 1818, maltreat cadet Westwood Lacey, of his command, by violently throwing him off the railings of the south barracks of the cadets.

Specification 3d.—In this, that he, the said Captain John Bliss, of the sixth regiment United States' infantry, did, on or about the 14th day of October, 1818, order from his quarters, in an insulting tone and menacing manner, and, without allowing time for the obedience of this order, seize and thrust out of his room cadet James T. Worthington, of his command.

Specification 4th.—In this, that he, the said Captain John Bliss, of the sixth regiment United States' infantry, did, on or about the 22d day of November, 1818, whilst on battalion drill, in the presence of the corps of cadets, seize by the collar, jerk out of the ranks, and publicly damn, cadet Edward L. Nicholson, of his command.

THOMAS RAGLAND,
WILSON M. C. FAIRFAX,
NATHANIEL H. LORING,
C. R. VINING,
C. R. HOLMES,
Cadets, and Members of the Committee in behalf of the corps of cadets.

H.

MILITARY ACADEMY, WEST POINT, *November* 27, 1818.

ORDERS:

The major commanding feels himself called upon to notice the extraordinary proceedings which have taken place at this institution within a few days past, with a degree of astonishment which all men, not to say those of the military profession, must participate. He has witnessed the combination of a considerable number of the young men, forming themselves, as it were, into a deliberative assembly; corresponding with him through the medium of an organized committee, and even dictating to him the measures which they consider proper for him to pursue. It can scarcely be necessary for him to state that, proceedings of this kind are in direct violation of all military principles; and yet he would willingly indulge the belief, that a great portion of those who have given them their countenance and support, are not entirely aware of the danger to which they expose themselves by so doing. To promote, or even to join in any combination or system of measures, having in view the slightest opposition to the constituted authorities, is, not only in a military, but in a civil point of view, a crime of the first order; and it ought to be recollected, by every one here present, that the same code of laws which prescribes our individual rights, denounces death upon those who offend in this particular.

If the young men, who are said to have entered into the present combination, suppose that they have not offended in this particular, they have either misapprehended the instructions given to their committee, or that committee have exceeded those instructions; one or the other of these conclusions the major commanding is inclined to admit; for he cannot believe that they have intentionally adopted a step ruinous as this would be in its consequences to themselves. With respect to the committee, however, the same excuse cannot be pleaded. They appear to have erred knowingly and intentionally; and there is even reason to believe that their influence has been employed in seducing others from the path of duty.

What steps may be taken with respect to a dereliction so gross, remains to be determined hereafter; and, in the mean time, the persons here referred to, viz: cadets Holmes, Loring, Ragland, Vining, and Fairfax, will consider themselves in arrest, and will absent themselves from this post within six hours from this time, and proceed directly, without delay, to the places of residence of their respective guardians, where they will remain until further orders.

The major commanding cannot close this order, without cautioning the cadets against the repetition of the conduct, which, in a second instance, must draw down upon them the severe infliction of military law.

He enjoins it upon them to give a jealous and faithful attendance upon their academical and military duties; to abstain from all meetings and assemblies of cadets, for purposes of joint deliberation; to withhold their names from papers, and representations of any kind, and he forbids each and all of them, drawing up, or circulating such papers, or acting, on any occasion, as the committee of the cadets, without special permission so to do. The violation of these rules, although in a single instance it may be looked upon as the mere ebullitions of ardent and youthful feeling, will become criminal in the repetition; and the major commanding sincerely hopes that he may not hereafter be called upon to view it in this light. At the same time, should this be found necessary, and with the view of correcting any erroneous impressions on this subject, he hereby declares that any deviation from their true spirit and meaning, shall in every instance be dealt with according to the strictness of law martial.

By order, JAMES D. GRAHAM, *Lt. & Post Adj't.*

I.

Substance of an order.

NOVEMBER 28, 1818.

The residence of cadets Fairfax, Loring, Ragland, Holmes, and Vining, at Mr. North's, or in the vicinity of this post, is forbidden.

They will leave their present residence in one hour.

S. THAYER.

The committee were only waiting the arrival of the steamboat in the evening; and in the morning on which the order was issued it was raining very fast. The committee were refused a copy of the above order.

E.

WEST POINT, *November* 27, 1818.

It has been asserted in the orders read this day before the battalion, that the members of the committee appointed by us, had probably used their influence in persuading us to take the steps which we have taken. We, the undersigned, do therefore affirm, upon our word of honor, that no influence was ever employed in persuading us to take those steps, and that in so doing we did not think it was at all contrary to military discipline.

Joshua Baker,	D. M. Porter,	Constantine Smith,	W. Bourne,
Nich. P. Trist,	W. G. Hunter,	J. F. Scott,	E. Massey,
David Wallace,	J. F. Hamtramck,	J. A. Chambers,	J. Vail,
A. K. Woolley,	James Wood,	D. Tyler,	J. McKenzie,
J. C. Holland,	G. D. Ramsay,	A. R. Skinner,	T. F. Buck,
W. E. Cruger,	J. Craig,	B. H. Wright,	R. Thurston,
A. Edson,	James Scott,	T. Edwards,	H. Hobbs,
W. G. Hall,	J. Prescott,	W. J. Scott,	Wm. Malcolm,
Armistead Long,	J. M. Edwards,	H. S. Coulter,	St. C. Denny,
Jasper Strong,	B. E. Person,	R. Hunt,	G. F. Lindsey,
J. A. Dumeste,	J. Newell,	P. Buchannan,	C. Guerrant,
William Rose,	J. A. Philips,	C. Burdine,	H. L. Irwin,
H. Buswell,	J. Nichols,	Edward Morton,	William Stith,
Thomas Wright,	R. W. Allston,	W. H. Kerr,	J. Pentland,
Wm. Wall,	Julian Henry,	S. Wragg,	E. Feltus,
T. H. B. Latrobe,	James Henshaw,	M. T. Anderson,	J. H. Hewitt,
Francis Lee,	S. McRea,	J. H. Cooke,	J. S. Hepburne,
S. M. Capron,	C. Graham,	T. J. Harman,	J. R. Bowes,
G. W. Tallmadge,	J. Grier,	T. Rodney,	E. Hawkins,
Henry Clark,	George Stickney,	T. F. Johnston,	T. Ingalls,
H. D. Burke,	A. Lincoln,	T. Noel,	G. Whistler,
Chas. Dimmock,	H. Carlton,	J. Pickell,	T. B. Wheelock,
Geo. Taylor,	W. S. Maitland,	J. B. Scott,	W. W. Morris,
A. McWright,	W. Gwynn,	H. Day,	C. G. Pierce,
W. E. Chipley,	Wm. Turnbull,	J. W. Fales,	J. L. Bean,
D. D. Tompkins,	E. B. Birdsall,	R. D. C. Collins,	F. Searle,
Julius A. Lagnel,	H. B. Tyler,	A. J. Donelson,	S. C. Ellis,
Wm. C. Young,	M. L. Livingston,	G. W. Folger,	D. Moniac,
E. D. Clarey,	Farnifold Greene,	N. Tyler,	D. Hunter,
F. W. Allanson,	J. J. Reynolds,	George Wade,	E. D. Root,
Charles B. Shaw,	Enoch Mason,	J. H. Winder,	J. R. Stephenson,
J. B. Hopson,	A. Brockenbrough,	M. A. Jones,	Eustis Trainor,
J. J. Abercrombie,	Richard C. Cross,	A. Graham,	H. Bainbridge,
L. Morris,	A. Canfield,	George Wright,	W. A. Elliason,
S. B. Dusenberry,	Charles Radcliffe,	Wm. H. Swift,	J. W. Fulton,
S. A. Hobart,	J. J. James,	J. L. McComb,	J. A. Wilkin.
S. B. Fillebrown,			

K.

To Cadets W. M. C. FAIRFAX, C. R. VINING, THOMAS RAGLAND, NATHANIEL H. LORING, and C. R. HOLMES.

GENTLEMEN:

With feelings of the deepest regret we realize your departure from among us; but you go not alone: you have won our confidence and esteem, by conduct worthy of yourselves and the cause you have undertaken. In that cause you sacrifice nothing, if the wishes and exertions of fellow-students avail; we feel the same resolution which called forth that noble exertion of soul, and bade you offer your individual welfare in our behalf. Too deeply do we feel our obligation, when, with pain and mortification, we own our inability to make you that return we could wish; but we pledge our sacred word to aid you in the common cause, to withhold no exertions or sacrifice which our situation may require: we will animate each other to follow the path you have so nobly dared, for your honor's sake; and it is with grateful hearts we reflect, however debased our situation is, it is not in the power of an individual to blast *your* reputation. No! there are those who cannot be deceived, who will bear it up under the frown of the world, and with triumph proclaim it unsullied. Enjoy, then, the benefit of that firmness of soul, that rectitude of principle, with which you are so eminently endowed. We would each of us take an affectionate adieu. But we cannot suppress the hope that our separation will be as short as it is painful. We would, however, offer our sincere thanks for your steady adherence, your implicit obedience to our wishes, in every particular of your conduct as a committee, and to enjoin you to adhere to our cause, as long as consistent with that rectitude of conduct that has ever characterized you. After four years' acquaintance, to part with you would call forth tears sacred to friendship, were they not suppressed by a *noble feeling*—a resolution to sacrifice every thing but *that pride of spirit* which never can be broken by scourge—that feeling of honor which should ever distinguish the gentleman and the soldier. With this resolution, and with the firmest reliance on your exertions, we bid you adieu, with the feeling, love, respect, and esteem which we hope will ever be felt for such distinguished merit.

W. E. Cruger,	S. A. Hobart,	Worthington,	G. Morris,
R. Lowndes,	S. B. Dusenberry,	Chas. Guerrant,	Jefferson S. Myers,
W. A. Elliason,	J. Pickell,	Wm. C. Dehart,	J. Henshaw,
Daniel Tyler,	E. Root,	Wm. Boyce,	Jason Rogers,
W. J. Scott,	J. H. Winder,	G. McCall,	Robert Hunt,

David Vinton,
Robert S. Brooke,
J. M'Kenzie,
J. C. Holland,
Thomas Noel,
F. Emmerson,
T. F. Buck,
T. F. Johnson,
G. M'Lean,
F. Searle,
J. Barney,
Thomas Lowndes,
W. W. Gaillard,
J. Ross,
T. Snelling,
Thomas Wright,
J. H. Cooke,
C. Dimmock,
E. C. Ross,
Jos. D. Rupp,
T. B. Wheelock,
E. E. Massey,
M. Taliaffero,
N. Tyler,
E. B. Alexander,
J. Bean,
R. Day,
O. Wheeler,
B. Person,
J. E. Newel,
G. F. Lindsey,
F. Green,
J. A. Dumeste,
N. Gardner,
E. D. Clarey,
J. W. Fulton,
E. Mason,
W. H. Swift,
F. N. Barbarin,
G. Wright,
J. Pentland,
S. C. Ellis,
G. Wade,
D. Hunter, 1st,
Benj. Wright,
J. R. Coolidge,
D. Hunter, Jun.
R. H. Stuart,
H. Day,
J. Stephenson,
St. Clair Denny,
Thompson Morris,
Mor. L. Livingston,
J. Vail,
W. G. Waties,
F. Underhill,
R. W. Alston,
R. D. C. Collins,
H. Bainbridge,
W. Bourne,
J. N. Fales,
H. B. Tyler,
A. Brockenbrough,
J. R. Bowes,
Jam. Chambers,
G. W. Whistler,
A. Edson,
G. W. Talmadge,
W. G. Hall,
H. Buswell,
J. Nichols,
J. D. Hopson,
A. Long,
Ed. Peers,
T. Edwards,
Ed. Feltus,
J. J. James,
S. McRea,
Wm. Rose,
James Scott,
W. Gwynn,
E. G. W. Butler,
Julius Ad. Lagnel,
Thos. R. Ingalls,
H. L. Irwin,
T. G. Harman,
D. Moniac,
E. Trenor,
H. S. Coulter,
G. Dutton,
W. A. Lacey,
J. M. Tufts,
J. Dimmick,
W. H. Kerr,
D. Porter,
Samuel Wragg,
Thos. J. Rodney,
J. B. Scott,
J. L'Engle,
W. G. Hunter,
H. Gilbert,
J. F. Scott,
C. Radcliffe,
Julian Henry,
E. Birdsall,
J. G. Reynolds,
J. M. Edwards,
Nich. P. Trist,
W. H. Harding,
Philips,
J. F. Hamtramck,
W. Turnbull,
B. Gorham,
P. McCormick,
W. C. Young,
H. D. Burke,
A. Graham,
T. McNamara,
J. Wood,
C. Burdine,
A. J. Donelson,
W. G. Hall,
W. A. Jones,
H. Carleton,
C. G. Smith,
J. Nichols.

L.

SIR: CITY OF NEW YORK, *November* 29, 1818.

Doubtless an official report has been made to the Department of War of the arrest, by the superintendent of the Military Academy, of the undersigned committee from the corps of cadets; and of the proceedings occasioning and attending their arrest.

Under orders to repair to our respective homes, and, consequently, obliged to separate from each other, we make use of the present opportunity, whilst still together, to present you with the following memorial and petition in behalf of the corps of cadets; trusting to the merits of a candid and plain statement of facts, which can be amply substantiated, and placing firm reliance in the justice of the Department, we pray the attention of the Secretary of War, and ask redress in their name for the wrongs which the corps has received. These injuries, arising out of the conduct of the immediate commanding officer, Captain Bliss, urge a relation not only of the *particular* instances of which we complain, but also of the *general* tenor of his conduct.

The conduct of Captain Bliss with respect to the corps under his command has been highly unofficerlike, and materially detrimental to the best interests of the academy. His opinions on the constitution of government necessary to the support of military order and discipline, (from which opinions have originated the measures pursued by him,) are in direct opposition to those views with which they should harmonize. An officer who maintains that the same means of coercion should obtain among the students of the academy as in the ranks of the army, that the ball and chain should be introduced as a punishment, is unacquainted with the nice feelings of honor which should rule in the breasts of those who are intended to direct the armies of our republic. Although it may seem somewhat irrelevant to the subject, yet, as an exemplification of the contracted ideas of this officer, we deem it proper to state that he has objected to the institution and existence of *literary societies* among us, inasmuch as they unite us *too strongly* in friendship and affection.

For an account of the particulars of his conduct we beg leave to refer you to the charge (G) and certificates (D) which show acts of violence, personal, gross, and degrading to the gentlemen of the academy, who are so unfortunate as to be under his command.

This treatment having remained unnoticed by the superintendent, although complaints have been made by the particular individuals injured, and having become so flagrant and outrageous as no longer to be supportable, the cadets appointed a committee to pray redress from the superintendent, of injuries which they could now but look upon as sustained equally by the whole corps.

This committee nominated in an open, orderly manner, and in a way incapable of being construed to violate any rule of military subordination, and which interfered not with any academical duties, after having consulted the rules and articles of war, and examined the provisions therein made for the redress of grievances, drew up the enclosed petition (C) as a general outline, with the intention to state particulars when they should be admitted to an interview with the superintendent. This interview, solicited on the part of the committee by a note, the major commanding declined, unless he should be previously made acquainted with the business they intended presenting for his consideration.

Being made acquainted, therefore, with our objects, and after reading the petition aforementioned, in a *private* and *individual* capacity, he returned answer, as superintendent, that he would neither receive us nor our communications.

Thus unexpectedly refused, where we confidently relied on redress, our appeal should have been made to you, sir, had not the standing orders of the post at West Point interdicted all immediate communication with your Department; thus rendering it impossible for us, consistent with our duty, to make known our ignominious situation to you, except through the superintendent of the academy; and it was not to be supposed that the officer, who himself refused to listen to our complaints, would forward them for consideration to higher authority.

Thus bereft of the most distant prospect of relief, from the odious and degraded situation in which we found ourselves, we were prompted to retire, however unwillingly in any other situation, from that profession on which

we had rested our hopes, in preference to doing violence to the sentiment which gives it all its glory, and which first induced us to enter the service of our country. The resignation of our warrants was accordingly written; not, however, under the influence of any determination entered into, as *members* of a *committee*, but as individuals of a corps, whose honor we conceived to be tarnished. The superintendent refused their transmission to the War Department, returned them unopened, and desired us to leave his presence.

On a perusal of McComb on Martial Law, we determined to present our complaint in the more powerful and pressing form of charges; as we knew it immaterial by what rank charges were preferred, provided they were predicated on sufficient evidence, and embraced complaints worthy the cognizance of a military tribunal. The charge (G) of unofficerlike and ungentlemanlike conduct, consisting of four specifications, to each of which certificates on honor (D) were obtained from respectable gentlemen of the academy, was made out. This charge, and its specifications, (which we consider as fully substantiated,) was enclosed in an envelope, (F,) setting forth its necessity, repeating our desire that they should be acted upon by himself, (the superintendent,) and candidly stating our determination to make application, through the medium of friends, to the Executive, if we should again be refused. They were presented in the same manner, as was our first communication, to know if the superintendent would receive them, as coming from the committee, in their capacity as such. We were informed that he *would not;* and he remarked to the individuals who presented them for the committee, that he had never refused hearing the complaints of *individuals* on their own particular grievances; but as a *committee from the corps in general* we had no right to call our commanding officer to account for injuries to particular individuals of his command; that the conduct of the committee, in thus pushing the affair, was *ill-timed* and *indelicate*, as well as highly reprehensible in a *military point of view;* that it was calculated materially to injure the interest of the academy, and that it was also likely to be attended with consequences to ourselves, as individuals of the committee, of which we had no idea, but which we should probably be made acquainted with. He concluded with saying that he would look at the papers last presented, and if they contained any information new to him, it was reasonable to suppose he would act upon them.

We submit to your determination, whether our conduct has been *ill-timed*, *indelicate*, or *unmilitary*. The enclosed (H) discovers the sentiments of the superintendent; and with the following one (I) contains something particularly relative to the undersigned, as individuals; but this being a matter of secondary importance we are willing to leave it to the ulterior consideration of the Department.

We are, sir, with the highest respect, your very humble servants,

CHARLES R. VINING,
NATHANIEL H. LORING,
CHARLES R. HOLMES,
THOMAS RAGLAND,
WILSON M. C. FAIRFAX,
Committee in behalf of the corps of Cadets.

To J. C. Calhoun, *Secretary of War.*

M.

Adjutant and Inspector General's Office, *December* 9, 1818.

GENERAL ORDERS.

A court of inquiry, to consist of Major C. Gratiot, of the engineers, president, and Captain J. Babcock, of the engineers, and Lieutenant Horace Webster, of the third infantry, members, will convene at West Point, on the 21st day of this month, to inquire into the late transactions and disorders at the Military Academy, which caused the order of the 27th November last, which will be laid before the court.

The court will examine such evidence as may be offered, and call for whatever information it shall deem important to a right understanding of the whole subject.

The president will direct one of the members to act as recorder, and the court will transmit to the War Department the evidence it may collect, with its opinion on the several points, as soon as practicable.

By order. D. PARKER, *Adjutant and Inspector General.*

N.

The case of the Cadets of the United States' Military Academy.

The ebullitions of the youthful mind may often wanton into error, and warmth of feelings, in seeking redress of wrongs, originate measures which may give occasion for censure: yet age should be cautious not to judge harshly of the actions of youth. They are not always the effect of the whim or the caprice of ill-directed or unstable opinion; nor the crude notions of warped or misled imagination. Judgment is sometimes the influencing power, and their deeds may emanate from mature reflection. If, when right, they are to sustain insult or injury, and are to be considered as wrong without an examination to determine, merely from the idea of their imbecility, and consequent liability to error, this is a criterion calculated to suppress the finest feelings of the heart, to cower the lofty spirit, and to dissipate the generous enthusiasm of aspiring minds.

Those, particularly, who are to be of the military profession, should be taught to shrink from even the semblance of degradation: for the passive submission of the soul to insult disqualifies the most efficient in science for the military life. Hence, we should look to the Military Academy to see there inculcated, cherished, and enforced, this essential requisite of the officer, by the strongest precepts and most strict example. But it is there that we discover young gentlemen of merit grossly and personally misused by their superiors. It is there that exists an organized system of violation; not only of the rules of common civility, but of the laws of our country; where expediency, to effect particular and private views, seems to sanction every procedure; and where it is deemed "a crime of the first magnitude" to complain.

It is proper that outrages of this nature should be exposed; that aberrations from rectitude of this order should be corrected; and, therefore, the necessity of the following statement of facts:

The Military Academy, established under an act of Congress in 1802, and augmented under the subsequent act of 1812, should, according to these acts, be under the control of the chief, and officered from the corps of engineers. This special provision was doubtless with a view to have it conducted by select officers of a regular military education; in order to insure the proper instruction, and afford the brightest examples of military worth to the students; that the unripened mind might unfold, by the light of science, with liberality of sentiment, and delicacy of laudable pride. Officers from the corps of engineers, educated at this seminary, have a recollection of the feelings of cadets, and know who they are; such only are the persons suited to instruct and govern them.

The present polity of the institution is, however, inconsistent with these views; officers from every arm of the service have there command; and several of these officers are without the slightest pretension to a regular military education. A large majority of the students are superior to them in the acquirements of literature, as well as in the particular branches taught at the academy. The selection of those officers were, and their continuance is, according to the will of the superintendent; a brevet major, on whose smile rests their prosperity, and at whose mandate law is contravened. By section 4th of the law of 1812, in relation to this institution, the officers of the academy are to determine on the merits of its graduates, and to designate the corps in which they should be appointed. The framers of that section could not have anticipated that this decision would be made by *such persons* as are above mentioned; and, indeed, there is no provision made for the station that several there hold, for officers of the engineer corps. The cadets are, therefore, under the command of persons of fictitious titles; some of whom, elated with the "pride and pomp" of newly acquired rank, disdain to allow the slightest appearance of social intercourse between themselves and a cadet, who is simply the gentleman, or, seemingly in their consideration, only of the grade of a *common soldier!* The consequence of which is a grievance of this nature: cadets have been ordered to leave a dinner table at West Point on the appearance of an officer of the institution to take his seat at the same.

Another prominent fact is the institution of courts of inquiry, to investigate the conduct of cadets, contrary to the 92d article of war, in which they are forbidden, unless ordered by the President of the United States, or demanded by the person charged with a military offence, "as they may be perverted to dishonorable purposes, and may be considered as engines of destruction to military merit in the hands of weak and envious commandants." Before these courts cadets have been *coerced* to give evidence on oath by the threat of *dismissal* if they refused; and induced, by a like threat, to inform against themselves in contradiction of every rule of law, civil or military, either in this, (See 5th art. amend. con. U. S.) or any other Christian country, except the law of the inquisition—the only parallel in existence. On the reports of those illegal tribunals cadets have been reprimanded, suspended, and dismissed.

The tyranny of the system is further exemplified, in the compulsion of many cadets to resign, by the threat of immediate dismissal in the event of their refusal to do so; and in the *discharge* of Cadet Symington for such refusal. These resignations were *forced under the pretext that those cadets had not made sufficient progress in their studies.* Cadet Pinckney, of this number, who had passed the examination with credit to himself, was, from the casual omission of an acting assistant professor to place him on the examination rolls, forced to resign; when it was notorious at the institution that he had passed, agreeably to the declaration of the academic staff, immediately after the examination. The Secretary of War restored this young gentleman to the academy on the representation, by his friends, of his particular case. Thus, according to the arbitrary will of an individual, of no higher grade than a captain of the army, many young gentleman of worth were, in the eye of the world, disgraced, without the shadow of cause, excepting it might be the desire of imposing on those who were allowed to remain at the seminary the consideration of his authority. This assumption of power was known to the Executive, and met with their disapprobation, but not their correction. It could not be that favor compromised error! No, it was only that some view of policy which, to those who suffered, at least, appeared strange and mistaken, forbade their correction; as if there could be any foundation of authority so well bottomed and so stable as on the idea of justice, correctly and strongly impressed on all concerned.

Another grievance is the exhorbitant charge for the injury of class books to those who receive them for the purpose of study; and the appropriation of the fines thus collected to purposes not sanctioned by any known or legal authority; in this manner imposing and collecting taxes in support of unauthorized expenditures.

The interdiction, by an order of the superintendent, of all communication from the cadets with the War Office, on any occasion whatever, contrary to the true spirit and intent of the 34th article of war, (wherein is provided for the redress of grievances, to those who have been refused it by their immediate commanding officer,) is in harmony with the existing government at West Point; isolating those there from the benefit of our established laws, it places them under complete military despotism; and the exercise of this despotism is shown by a reference to the recent refusal to hear the complaint of an individual who had been seriously aggrieved by a personal outrage; and the omission to act on another individual's complaints that he did receive, (see certificates of Cadets Nicholson and Worthington, in the memorial to the Secretary of War, which can be supported by abundant other testimony,) in violation of the 35th article of war.

After so long, and so patient an enduring of this system of oppression, which, far from being relaxed, had proceeded gradually, but rapidly, from infringement of abstract right, to a violation of personal security; it was that refusal and omission which prompted the cadets to the measure they adopted of appointing a committee to state their grievances at large, and, in the most orderly manner, to seek redress. This committee proceeded with guarded circumspection; sought, at every step, to be corrected, if in an error as to their mode; and expressed to the superintendent much anxiety to be instructed in the proper course of prosecuting their business, by communing with him in a private and individual capacity, and by showing him their papers unofficially in order to ascertain what ought to be their public steps, and whether or not they would be likely to meet his approbation. And on discovering that he disapproved of their papers they were withheld, nor were they ultimately offered to him in his public character.

It may here be remarked, that, if he considered the mode of acting by committee disorderly, this was the proper time so to declare; as, by his simple order, even verbally given, the committee would have been dissolved; but he suffered them to proceed to that point which, according to his order of the 27th of November, was considered so censurable, when he might come down upon them, with the thunder of martial law, in a sudden arrest, and order to retire to their respective homes, without paying that decent attention to their personal convenience which a removal so unexpected required. (See his order of the 28th November.)

Wherefore the conclusion is unavoidable that, if there really existed, in his opinion, even the slightest appearance of mutiny in the corps, he neglected his duty in not suppressing it in embryo.

The superintendent manifests a willingness to make, against the corps, the charge of a mutinous disposition, which is calculated to imbue, with the deepest stain, the soldier's reputation; this being the second instance in which he has exhibited it, much to the detriment of the institution. The credit due, however, to such a charge from him, will best appear by a recurrence to the proceedings of a court of inquiry held at West Point, to examine into certain alleged disorders at the academy; and composed of some of the most eminent officers of the army.

In the order of the 27th of November, above mentioned, the proceedings of the corps were denounced as flagrant violations of military order; they (the cadets) were imperiously forbidden to take any measures, or to sign any paper, in relation to their committee, or otherwise; and the superintendent refused to allow the latter a copy of the order relating to them, contrary to military usage; which, with his other acts, was calculated to impress on all persons unacquainted with existing facts (as are the people of the United States generally) an idea that it was for infamous conduct that they were arrested. It is understood the court of inquiry, lately held at West Point, adopting the same

idea, (probably founded on the oath which the superintendent was there allowed to take against them, whilst the members of the committee were not allowed to be present or to adduce testimony in their favor,) have reported the conduct of the committee of cadets to be "highly reprehensible, and bordering on mutiny." Had the members of that committee, according to the ninety-first article of war, been allowed to adduce testimony, to exhibit their conduct to the court in its proper light; had they been even brought before it, and suffered to raise the veil of mysterious and ominous secrecy which has covered all the proceedings relating to themselves, so contrary to the spirit of all our happy institutions, they would have shown that their appointment was essentially calculated to preserve order at the academy; that their best exertions were given to prevent the slightest infringement on the regulations at the post, although they might be deemed illegal; and that they actually suppressed a disposition and determination in several persons to violate the severe and unprecedented restrictions of the 27th of November. They could have adduced the most respectable precedents for such committees, particularly in the case of the officers of Washington's army, who appointed a committee to state their grievances to Congress; and so far from being discouraged therein by the commander-in-chief, that he even afforded them facilities for the purpose; in the more recent case in the late army, of the remonstrance from the officers of the twelfth regiment against the promotion of Colonel Coles; in the case of the late memorial from officers in the Mediterranean service, touching the personal outrage offered Captain Heath by Commodore Perry, which is an instance directly in point; in the usage at West Point of appointing committees, during the command of General Swift and Captain Partridge, upon numerous occasions, sanctioned by the respectful attention of those officers, and their readiness to redress the grievances complained of: all of which precedents, it was to have been hoped, would at least have served to save from censure the cadets and their committee, if not to show that in many cases the mode adopted by them is the most respectful and orderly, as well as best adapted to the purpose; and since it is not prohibited or proscribed, either by the letter or in the spirit of our military laws, it is not to be conceived why precedent should not be allowed its usual weight in this particular case, in which it may well be asked, how else could the corps act with order but by their committee, after a refusal to hear individual applications? and what case could require the promptest and most efficient means, consistent with respect, if not this one of personal outrage and violence? A soldier must bend to discipline, but a gentleman cannot endure indignities; and even the truest Christian character is not violated by manifesting a high-mindedness and tenacious attachment to that class of conventional rights that are too peculiarly personal to be relinquished without a loss of reputation, or worse, a loss of self-respect.

Among other injuries referable to the same source, namely, the abuse of power, is one which, though of little consequence compared with others aforementioned, deserves to be noted. The refusal of the major commanding to grant transportation to the arrested cadets when ordered home, when it was notorious that their slender funds would not have enabled them to comply with the order had they not been assisted by their sympathizing brother cadets; and great indeed should have been their criminality to have sanctioned the step pursued in thus ordering them away, as it must be obvious that the loss of time to those so near the completion of their studies is an injury to themselves, not to say to the country, which, from its nature, admits not of redress.

But to prevent the recurrence of such grievances, and to render the Military Academy what in its institution it was designed to be, a proper seminary for the future rulers and commanders of a free, enlightened, and polished nation, too conscious of its greatness to stoop to meanness, and too powerful to practise fraud, the want of a code of regulations, fixed and certain, has become notorious. If the cadets mistake in supposing themselves to be under the rules and articles of war, by misconstruing the ninety-sixth article, they are anxious to be informed in what character they stand, and to what laws they are subject. They dread not the penalties of the law martial if they can but enjoy its protection.

We are, sir, with the highest respect, your very humble servants,

CHARLES R. VINING,
NATHANIEL H. LORING,
CHARLES R. HOLMES,
THOMAS RAGLAND,
WILSON M. C. FAIRFAX,
Committee in behalf of the corps of Cadets.

To J. C. CALHOUN, *Secretary of War.*

O.

On the intimation of the Secretary of War, after the statement of the case of the cadets was handed to him, that a letter of acquiescence in the President's decision on the report of the court of inquiry held under the order of the 9th of December should be written by us, the following one was accordingly prepared and presented:

SIR: WASHINGTON, *January* 27, 1819.

From so much of the decision on the case whereon you lately ordered a court of inquiry at West Point as you have thought fit to make known to us, being given to understand that it is the pleasure of the President of the United States that we be recalled to the Military Academy so soon as the superintendent shall deem it expedient, and learning also that the corps of cadets are considered as having been incorrect in acting by their committee, of which we were members, we deem it proper respectfully to declare to you, sir, as head of the War Department, that, having been personally free from the injuries of which the corps has complained, nothing could have induced us to act in that capacity but a deep sense of the justice of those complaints, and a conviction that other means of redress were unavailable; that we acted deliberately, from the purest motives, and at the same time with a desire that there should not be the least violation of military order, of the propriety and necessity of which as a constant rule of action at the academy we have ever been fully impressed; and of this, sir, we think we give you a proof when we further declare, that, notwithstanding the respectable precedents which exist of similar committees, we cheerfully acquiesce in the President's condemnation of this mode of proceeding, if by that we are to understand a principle adopted by your Department applicable not only to our case, but to all similar cases in the military service.

With respect and consideration, we subscribe ourselves your very humble servants,

WILSON M. C. FAIRFAX,
THOMAS RAGLAND,
NATHANIEL H. LORING,
CHARLES R. VINING,
CHARLES R. HOLMES,
Committee in behalf of the corps of Cadets.

To J. C. CALHOUN, *Secretary of War.*

P.

The Secretary returned this letter, with a notice that he had laid it before the President, who wished the last sentence, in these words, "if by that we are to understand a principle adopted by your Department applicable not only to our case, but to all similar cases in the military service," might be struck out, and with an indirect assurance that our doing this would close the affair. It was stricken out accordingly, and the letter returned to the War Office. The letter, with its modification, was again laid before the President, who was still dissatisfied with its contents, and directed Mr. Calhoun to suggest and require a further alteration, namely, the erasure of the words "and a conviction that other means of redress were unavailable," and also the following, "notwithstanding the respectable precedents which exist of similar committees." Upon the requisition to do which the following answer was returned:

SIR: WASHINGTON CITY, *February* 1, 1819.

We have considered the further alteration suggested by you this day of our letter to your Department of the 27th of January last, and regret that we cannot adopt the same. To go further than the alteration before suggested, and agreeably to which it was handed in, would be to admit that *we only* have been wrong, as a committee, notwithstanding numerous precedents; or that the cadets, as a body, were in error, in acting in an extreme case by committee; when, at the same time, they are not allowed to consider your condemnation of this mode as a general principle, although the rules and articles of war, under which they are acknowledged to be, contain no distinction against them. The cadets who lately composed the committee are sensible, sir, that they are not to expect a change in their favor of the course which the Executive Government may have determined upon as correct; but they are too sensible of what belongs to themselves to make an acknowledgment of misconduct when they are conscious of having acted correctly, from pure motives, and with a disinterested aim, which, upon the most mature reflection, they cannot but approve.

We should, however, be unworthy of the cause in which we suffer, did we not experience unfeigned satisfaction in knowing that for the corps to which we belong substantial redress has been granted, with a fair prospect of being hereafter exempted from injuries such as those of which they were obliged to complain. It was for this that, without personal grievances, we consented to relinquish individual ease and comfort. It is for this that we yield ourselves a sacrifice to what the authorities (to which we are bound to submit) deem expedient; that we should remain under arrest without a formal exhibition of charges against us, and be condemned without a trial.

With respect and consideration, we are, sir, your obedient servants,

THOMAS RAGLAND,
NATHANIEL H. LORING,
CHARLES R. HOLMES,
WILSON M. C. FAIRFAX,
CHARLES R. VINING,
Committee in behalf of the corps of Cadets.

To J. C. CALHOUN, *Secretary of War.*

Q.

MEMORANDUM.

WASHINGTON CITY, *December* 3, 1818.

To-day we had occasion to wait upon General Parker, adjutant and inspector general of the United States' army. Our business was such as naturally led us to speak of the injuries the corps of cadets had received from their commandant. Without waiting for a statement of facts, he immediately took up the idea of a mutiny. From the order issued by Major Thayer, he was strengthened in this absurd idea, and, without hesitation, declared "that it was a principle in military affairs that junior officers, although *right*, were nevertheless *wrong;* that, although they should declare themselves *aggrieved*, and complain of *injuries*, yet the presumption was that the officer of whom they complained was in the right." When, to remove the precipitate and erroneous opinions he had conceived, we mentioned the certified facts and other papers in our possession, without paying regard to them, or making those natural and further inquiries which we expected, and on which we rested our hopes of vindicating the conduct of the corps, he proceeded to declare his opinion "that Captain Bliss had acted correctly; that his was a *delicate* command, where it was exceedingly difficult to *discriminate* between cases, in which it was proper to *treat as gentlemen* and those in which to assume the severity of the *schoolmaster*. Some of you," said he, "of the age of *nineteen* or *twenty*, should be treated with the respect of officers, and are as much entitled to it as captains in the army; but others among you, say of *fourteen*, &c., incapable, as they must be, of understanding military orders, *must have obedience exacted by the rod. In short, I can see no other way than now and then putting a switch into their jackets.*"

His opinion on the subject was, that the Secretary of War would not interfere at all in the business of our arrest and the conduct of the commanding officer of the corps. But, after hearing that many gentlemen of superior stations in Government, and, among the rest, *officers of high rank in the army*, had interested themselves in our cause, he changed quite round, offered himself to obtain an introduction for us to the Secretary, for which purpose we were *politely* invited to call on him to-morrow. He was unacquainted with the fact that the Secretary of the Treasury, Mr. Crawford, had taken our papers, to hand them to the Secretary of War, before the foregoing opinions were expressed. After hearing that this was the case, he was exceedingly anxious for us to *ask back* our papers from Mr. Crawford, and present them through his (the adjutant general's) hands.

Finding that men of *superior* influence had taken an interest in the affair, he became our *warmest friend*, and instead of having our "*jackets trimmed*," was exceedingly *anxious* for the *success of our petition.*

THOMAS RAGLAND,
W. M. C. FAIRFAX.

REMARKS.

For the purpose of explanation, it may be proper here to remark that the Secretary of War, although he had received, as early as about the 10th of December, 1818, from Major Thayer, the report of the proceedings of the corps of cadets and their committee, yet he refused either to show the committee the report, or to inform them of what it contained against them. The committee were unacquainted with the allegations set forth in that report till

the convention of a general court martial for their trial, in May following. And although a court of inquiry was ordered to sit, and inquire into all the transactions relating to the occasion of their arrest, and, as it was understood by them, partly at their own request, yet were they denied the right of appearing before that court, and, after the proceedings of the court were filed in the War Office, the common privilege of seeing what evidence had been taken against them, and in what manner their conduct had been investigated.

They were then forced to defend themselves, without a knowledge of what they were charged with; and, as it subsequently appeared, whilst they were vindicating their conduct on facts, they were secretly assailed, not by a false coloring of what had actually taken place, but by plausible and well connected falsehoods. This will be manifest when Major Thayer's report is compared with the letter in answer to it by cadet Ragland.

Perhaps it may be asked why the paper (B) was written after, and different from the one (A.) We anticipate this question to show that our disposition was to act, even in the minutest things, according to the strictness of military principle. This paper, (B,) in the concluding sentence, removes, and was written to remove, an ambiguity in the first, (A,) which paper, (A,) on an illiberal construction, admitted more enlarged powers than the cadets intended to grant. They intended to give ample powers, consistent with military propriety, and these only.

In the "*Case of the Cadets*," it will be observed, probably, that many things are spoken of, which do not, on a slight view of the subject, seem to be embraced in the list of grievances, for which the cadets intended that their committee should seek redress. But, when it is understood that the Secretary of War, and other officers having control over the concerns of the academy, supported the steps taken by Major Thayer, on the ground of his uniform correctness, it will be readily perceived that it became proper for us to enlarge our statement, and to rebut this argument against us, by showing that the abuses of which the corps of cadets had complained were by no means solitary instances of oppression, but only particular ones of the general system of abuse existing at the academy, which, from being more immediately humiliating and personal than others, had given rise to lawful resistance.

There are several things in this statement which to one having no knowledge of the present policy of the government at the military school, may appear to be of little moment, yet, if they could be accurately informed of their extent and importance, their indignation would be highly excited, and they would feel a painful astonishment at the toleration of them by those who have in charge the good of the institution. To illustrate this, we will here merely mention the particular of the "*exorbitant charge*," for the injury of class-books, &c. Will it be possible for one who is a stranger to the character of the present superintendent, Major Thayer, to believe that, at one payment of the cadets, there was taken from them, under this single head, a sum no less than "five hundred and twenty-six dollars?" Yet such is the fact, incredible as it may seem.

To what purpose has this money been appropriated? This money constitutes what is well known at the Military Academy by the name of the "Academic Fund;" and out of this academic fund, trees are planted, fences made, and whatever else is further done with it is not known to us.

The committee had, at the commencement of this work, determined not to insert the memorandum (Q,) but, on reflection, they have inserted it, because they consider that an insult offered them, so gross as this paper details, should suppress every feeling of lenity on their part, and also that views so illiberal require the caustic of public indignation.

R.

SIR; MILITARY ACADEMY, WEST POINT, *November* 30, 1818.

I have to inform you of some transactions, of a very disagreeable nature, which have taken place during the last week at the Military Academy.

After stating the facts, such as they have come to my knowledge, I will endeavor to trace some of the principal causes that have led thereto. On Sunday, the 22d instant, a cadet, of the name of Nicholson, was ordered from the ranks for disorderly conduct; but, neglecting to obey the order, Captain Bliss (commanding the parade) seized him by the collar, and forced him to retire. This occurrence appeared favorable to the views of certain cadets, who were old offenders, having been the instigators of the disturbances which took place the last year, and they availed themselves of it to excite the passions of the more youthful and inconsiderate portion of their companions. Papers were circulated; committees organized; and a regular combination formed, of which the first object was to remove Captain Bliss, their immediate commanding officer. Five cadets, calling themselves the committee of one hundred and sixty others, waited on me to demand the arrest of that officer, and even dared to threaten me with rebellion, in case of a non-compliance with their wishes.

In this state of things, an order was read to the cadets, calculated to bring them back to the path of duty, and five of the principal ringleaders were instantly ordered from the academy to their respective homes, there to wait the decision of Government with respect to them.

The persons referred to are cadets Ragland, Loring, Holmes, Vining, and Fairfax. It is with pain that I am obliged to name cadet Fairfax with the others, as his previous conduct had uniformly been very commendable.

The pretty general dislike of the young gentlemen to Captain Bliss arises, in part, from his strict discipline, forming, as it does, a complete contrast to that of former times, and is, in part, incident to the unpleasant situation which he fills; he being the person charged to watch over and report their conduct, and to inflict the punishments for all minor delinquencies. But the radical cause of the disturbances to which the Military Academy is liable is the erroneous and unmilitary impressions imbibed at an inauspicious period of the institution, when they were allowed to act as though they had rights to defend, as a corps of the army, and to intrude their voice and opinions with respect to the concerns of the academy. So long as these impressions shall remain, the academy will be liable to combinations and convulsions, and the reputation of the institution, and the officers connected with it, be put in jeopardy.

Notwithstanding the proceedings which I have been compelled to describe in great haste, I am happy in being able to assure you that there has been no positive act of mutiny or disorder, and that the operations of the institution have not been interrupted for a moment. But, as reports may be spread calculated to injure all concerned, I hope the Secretary of War will think proper to direct one of the principal officers of the corps of engineers to repair to this place, as soon as practicable, in the capacity of inspector, with orders to examine into the management of the institution, and authorized to take such other measures as circumstances may require.

I am, sir, very respectfully, your obedient servant,

S. THAYER,

Brevet Major, and Superintendent Military Academy.

Lieutenant Colonel W. K. ARMISTEAD,

Commandant Corps of Engineers, City of Washington.

S.

SIR: DEPARTMENT OF WAR, *January* 15, 1819.

The proceedings of the court of inquiry, which convened at West Point, under the order of this Department, of the 9th of December last, have been examined by the President; and I have the pleasure to state that your conduct, as superintendent of the Military Academy, in the unpleasant occurrences which induced that investigation, has been satisfactory and approved.

As Captain Bliss does not appear to have sufficient command of his temper, an order will be transmitted to you relieving him as instructor of tactics at the Military Academy, and a copy of the order detailing Captain Bell, of the light artillery, for that duty.

The course pursued by the cadets is highly reprehensible throughout the whole transaction, and particularly objectionable on the part of the young gentlemen who composed the committee.

The redress of military grievances must never be extorted or obtained by combinations, which are alike mutinous. If Captain Bliss acted unjustifiably or oppressively, his conduct was a proper object of complaint to the superintendent from the cadet who was personally aggrieved; and the youth and inexperience, alone, of the gentlemen, induces the President to overlook the insubordinate course pursued by the cadets, through their committee. But, however, as their youth and inexperience were probably the cause of their irregular conduct, you will restore the young gentlemen who were sent from the academy by your order of the 27th of November last, whenever, in your opinion, it can be done without injury to the discipline of the institution.

I have the honor to be your obedient servant,

J. C. CALHOUN.

Major S. THAYER,
Superintendent U. S. Military Academy, West Point, N. Y.

T.

SIR: WEST POINT, *June* 11, 1819.

To counteract a report now filed in your office, whose falsehood and malignity, should they have met with that reception intended by the reporting officer, cannot fail of inducing in your mind an injurious impression of my character, as a person in the service of the United States, I am induced to avail myself of my present opportunity (being detached from the Military Academy) to address myself to you. Although cadets at this post are *forbidden* to have any communication with your Department, on any occasion, yet be assured, sir, that, in so doing, I have not the slightest disposition to oppose legal authority.

The following extract, commencing with an unimportant reference, contains the charge which I intend to disprove.

"This occurrence appeared favorable to the views of certain cadets, who were *old offenders*, having been the instigators of the disturbances which took place the last year, and they availed themselves of it to excite the passions of the more youthful and inconsiderate portion of their companions."

This report is dated Military Academy, November 30, 1818, and signed by the superintendent of the academy. Its transmission to the judge advocate of the court martial, which sat here the last month, has presented me the opportunity of seeing behind that official curtain, where this man, (Major Thayer,) under specious pretences for the public good, would basely stab the spotlessness of private character.

Extract from an order, dated United States' Military Academy, 12th of October, 1817.

"Cadet Ragland, being relieved by Lieutenant Graham, will deliver to him the books and papers of the office, and will retire to his duty in the corps of cadets, having performed that of adjutant of the post with *honor* to himself, and to the *entire satisfaction* of the superintendent."

"S. THAYER, *Major commanding*."

My adjutancy, having commenced long before the disturbances of that year, (1817,) continued during the whole of the transactions in which Captain Partridge was concerned, which the report alludes to; and, as my cadetship was inseparably connected with my other duties, this order was issued on fresh impressions of my general and particular conduct, and, therefore, being entitled to the greater credibility of two contradictory representations, is ample vindication of my correctness, even though more positive and credible evidence is ever ready to be offered.

As to the rest of the "certain cadets" mentioned in the above scandalizing report, the absence of Messrs. Loring and Vining from the post did effectually put it beyond their power to have instigated that conduct; and it can be shown that it was only known to them after commission. Mr. Holmes was not a member of the Military Academy till Major Thayer was confirmed in the disputed superintendency of the institution. As to Mr. Fairfax, the acknowledgment of Major Thayer, in the report to your Department in November last, "that his previous conduct has uniformly been very commendable," relieves him from the previous charge of old offences, contained in the same page.

I would that my accuser could see the above statements; even he must acknowledge them to be facts.

Sir, yours with respect,

THOMAS RAGLAND.

To J. C. CALHOUN, *Secretary of War*.

U.

SIR: CHARLESTOWN, MASSACHUSETTS, *December* 20, 1818.

Having understood that a court of inquiry, of which you are President, will assemble at West Point, on the 21st instant, in conformity to an order from the Adjutant and Inspector General, bearing date the 9th December, 1818; and having observed, from a copy of the general order, the object of the court is to inquire *into the late transactions and disorders at the Military Academy, which caused the order of the superintendent of November last*, I conceive it necessary to state to the court my views on a subject which is so intimately connected with myself. The order of the superintendent bearing date the 27th of November, 1818, and alluded to in the general

order, which I have quoted above, was predicated on the proceedings of a committee of five cadets, of which I had the honor of being one; if, then, these proceedings alone caused that order of the superintendent, and if the court is ordered to inquire into the cause of that order alone, it is obvious that the court is ordered to inquire into the conduct of that committee; from which I would infer that my conduct is the subject of inquiry.

Before a court, constituted to inquire into my actions, I presume I have a right to appear; it is a right which every individual possesses, and I respectfully conceive it should not be withholden from me.

The order, which bears date the 27th of November, and which is to be laid before the court, (as will appear by the general order of the 9th of December,) contains charges against the committee, to which the committee do not assent. That order is virtually a charge against the committee, in which I am a party concerned; and as evidence is to be adduced, (and it can be but by one party, if but one party is present,) I do hold it as my right to offer evidence in my defence.

From these reasons, from the right which I have of defending my own conduct, I respectfully protest against any proceedings of the honorable court against me, or my conduct, unless I am allowed a hearing.

With high considerations of respect, I have the honor to be, sir, your very obedient servant,

NATHANIEL H. LORING.

To Major CHARLES GRATIOT, *of the United States' engineers, and President of the Court of Inquiry.*

V.

WEST POINT, NEW YORK.

We take the liberty of calling the attention of the President to certain transactions, which appear to demand his interference, in order that justice be not sacrificed to power and interest. We deem it unnecessary to enlarge on the propriety of our present measure, as it is a mere appeal to the highest Executive Magistrate, for his attention to our rights, which have been lawlessly trodden upon, by the very individuals who were appointed our judges. We therefore state facts, without comment, and rely upon the integrity and justice of the President for protection from further tyrannies.

1st. We were selected from among one hundred and eighty-nine cadets, in November last, accused in a public order with mutiny and seduction of our fellow cadets from their duty, arrested, and ordered to leave the post of West Point, in six hours; a length of time insufficient to procure either clothes or funds.

The charges against us, contained in the order referred to, are notoriously false. We would have proved them false had we been allowed a hearing before the court of inquiry, which, in a violation of law, passed a decision on us, in December last.

2dly. We were ordered to proceed to our homes immediately, without even being allowed to remain at a public house in the vicinity of the Point, until the regular steam-boat passed, when it was well known no other conveyance could be procured, an adjutant being sent with an order for us to leave the vicinity in an hour's time, under penalty of being punished for disobedience of orders.

3dly. A court of inquiry, consisting of Major Gratiot, a Captain Babcock, and a Lieutenant Webster, was convened at West Point, and, contrary to the rules and articles of war, contrary to the written law of our country, contrary to the law of savages, and to all other laws, this court tried, and condemned us, without our being summoned, or even allowed to appear, before it, in person, or by attorney, for defence.

4thly. We were, during the stay at our homes, continually requesting a termination of our business, and an opportunity to establish our innocence; our expenses were great; our situation was delicate and peculiar; our accuser aiming his shafts at our reputation, while we were denied an opportunity of proving that he alone was culpable; alterations in letters, which were addressed to the Secretary of war, were requested by that officer, and peremptorily refused, because an acquiescence would have been tantamount to a desertion of those rights conserved to the meanest citizen in this country, by the laws. We were willing to sacrifice private interest, for the public good; but we have been, and are determined, that no considerations shall induce us to abate one jot of right, in order that the guilty may be screened from popular detestation.

5thly. In March last, we were ordered to New York, for trial, where we were forced to remain nearly two months, awaiting orders, at a great expense, and contrary to the spirit of those laws, which make it necessary for the accused to be brought immediately to trial.

6thly. When ordered to this post, the court, after considerable procrastination, convened, examined the evidence on Mr. Ragland's case, permitted him to make a defence, and then determined that cadets are not amenable to military law.

7thly. It is now nearly three months since the decision was made by the court, and no steps have been taken by the War Department.

8thly. During the time we have been at this post, rooms in the very worst repair, situated in a nauseous and filthy spot, have been allotted us. We have not been allowed, at any time, to enter the barracks of the cadets. We have not been allowed to attend any studies, although the request was made so to do, and the situation of our rooms precludes almost the possibility of study.

9thly. The class to which four of us were attached has been commissioned. Our situations in the class have been occupied by others. Those commissioned have been ordered to their respective duties; while we, although our actions were in unison with the body of cadets, are kept here in arrest and suspense, under the frowns of the Government, without there being a possibility of substantiating a single charge against us.

10thly. Thus, sir, nine months have elapsed while we are kept under arrest. We are at the period of life when time is invaluable. The procrastination of Government is robbing us of that which can never be repaid. Our reputation may suffer by this suspense; (for we have reputation as well as our betters,) and our friends and relations, nay, all men of honor and honesty, are anxious that we be exculpated by a public order, or freely and publicly allowed to vindicate our character and conduct from the calumnies of our enemies.

11thly. We do not ask, at this time, for justice on our persecutor; that, we are in hopes, can be obtained hereafter, by a regular appeal to the laws; but we refer to the President of the United States for justice on ourselves. We wish to know whether the unheard of arrest, in which we have continued nine months, has not had sufficient duration; whether we alone, of all the people of this land, are to suffer, and suffer too, without a chance of protection.

Which is respectfully submitted, with the highest consideration.

N. H. LORING,
THOS. RAGLAND,
W. M. C. FAIRFAX,
C. VINING,
C. R. HOLMES, *Cadets.*

To the PRESIDENT OF THE UNITED STATES.

W.

SIRE: CHARLESTOWN, MASSACHUSETTS, *September* 14, 1819.

With emotions not easily to be described, I, with due deference, address the Chief Magistrate of this nation. Nothing could induce me, at this moment, to trespass on his valuable time, but the feelings of a father, whose happiness has been in the reflection that his children have invariably acted, to the satisfaction of those, who have been associated and connected with them. But, to his extreme regret, his son, Nathaniel Hall Loring, has been very unpleasantly situated, by being under arrest nine months, occasioned by some unhappy collisions at West Point.

It appears that, in the month of November, 1818, and before that period, Captain Bliss, stationed at West Point, was extremely severe with the cadets, so much so that it created a dissatisfaction among them, to such a degree, that they were determined to represent their grievances to Major Thayer, the superintendent of the academy; for which purpose they selected five cadets, of whom my son was one, to draw up a statement of facts and present them to Major Thayer, which they did; but he declared he would not receive them in his official capacity; of course, would not act on their complaints. They then tendered to him their resignations, in hopes of being discharged, which had been usual to grant at West Point; he saw fit not to accede thereto. They then made a formal complaint against Captain Bliss, in hopes that they would have justice done them; this was done, because they were not permitted to address any one, or make a complaint except through Major Thayer, agreeable to a standing order at the Point; but to their surprise, on public parade, the next day, they were arrested and ordered from the Point, and to repair to their homes; which order they, as far as practicable, obeyed, and only waited for the steam-boat to execute the remainder. But, as though they were the most abandoned on earth, they were not permitted to remain out of the limits of the Point, but were ordered from the vicinity, without the least attention to their convenience or health.

Cadets Ragland and Fairfax, on their arrival at Washington, were permitted to state their case, and a court of inquiry was ordered to sit at the Point; but none of the cadets charged were permitted to appear before that court; nor were they notified of there being one instituted, except by report; although my son (as well as myself) addressed a line, per mail, to Major Gratiot, the President, informing him of this fact, and requesting a hearing; but still there was no attention paid to this legal request. After the sitting and reporting of this court, Captain Bliss was removed, and Captain Bell, of the light artillery, was ordered to take his station.

Orders were then issued from the Adjutant and Inspector General's office, appointing and ordering a general court-martial to sit at West Point, to try cadets Ragland, Fairfax, Holmes, Vining, and Loring. Agreeably to this order, the court convened. Charges were made against them, and the court put cadet Ragland on his trial; he was regularly tried and made his defence; after which, as it is generally understood, they determined that the cadets were not amenable to the rules and articles of war.

These, honored sire, are the facts which have come to my knowledge respecting this unhappy affair. I have been further informed, that charges have been reported against my son, which are most certainly false, and those that reported them must have known them to be so at the time reported.

It is said that my son was concerned in the difficulty with Captain Partridge; the true fact was that he was on furlough to my family, and at that time he was on his return to West Point; and when Captain Partridge arrived at the Point, he was not there.

It is said that he was reported an *old offender;* how this can be supported in any degree, I am at a loss; when he has been acting in every honorary capacity ever since he has been at West Point. And in the summer of 1818, (a few months before the difficulty happened,) he was not permitted a furlough, but was retained at the Point to drill the second company, and teach them tactics, which company he then commanded, and did continue to command, until he was put under arrest. These appointments were all made by the approbation of Major Thayer.

I should not, sire, have so feelingly represented his treatment, had he not been deprived of his studies, and because when I consented to his acceptance of the appointment of cadet, I exerted myself to explain to him his duty to his Government; and I had the heartfelt satisfaction to find his sole aim was the support of the academy at West Point; a firm friend to its honor and dignity, and his whole pride appeared to be in his being enrolled a member of the institution.

But, sire, his feelings as a cadet and a soldier have been most violently trampled upon; he has seen his brother cadets, *in whose defence* he was *then* suffering, receive, before his eyes, the examination and honors of the academy; and also his class mates appointed to commissions in our army, by orders issued from the Adjutant and Inspector General's office, when he was not permitted to study for the good of himself and friends, nor even allowed a trial, whereby he could establish his innocence, although a court was ordered for that purpose by the highest authority of the nation.

In this country, I presume to hope, sire, every citizen is, or ought to be, governed by the laws; and if a father or guardian of a minor, consents to his entering on any situation under the Government, most undoubtedly he expects that justice will be done him, conformably to the legal rules and regulations by which it is governed, and not by the caprice of any subordinate officer.

This is the moment, honored sire, when my son needs every opportunity to prepare himself to begin the career of life, on which depends all his future happiness; but to be held in arrest, and deprived of liberty without the least semblance of a crime, is too much for a father to reflect upon.

Your philanthropy and watchfulness, in protecting the rights and liberties of every citizen under the Government of these United tates, over which you now preside, is a satisfactory consolation to a father, that these transactions will be properly investigated, and that my son, as well as his associates, (now in arrest at West Point,) will once more be at liberty, and receive that justice from their country, which the Government thereof have professed to do to the most obscure citizen.

With high consideration and respect, I am your most obedient,

JOSEPH LORING,
Late Colonel 40th regiment U. S. Infantry.

To the PRESIDENT OF THE UNITED STATES.

X.

Charges preferred against Thomas Ragland, cadet in the service of the United States.

CHARGE FIRST. *Mutinous conduct.*

Specification first. In this, that he, the said Thomas Ragland, cadet in the service of the United States, and acting assistant professor of mathematics in the United States Military Academy, did, on or about the 23d of No-

vember, 1818, at West Point, New York, excite disaffection in a large portion of the cadets of the United States' Military Academy at West Point, New York, and did advise them into a system of measures, the object of which was to dictate a course of conduct to their commanding officer, (Brevet Major S. Thayer, of the United States' corps of engineers,) and by the appearance of a co-operation of so general a combination of the cadets as he had effected, to over-awe him, (Brevet Major S. Thayer, of the United States' corps of engineers,) into a discharge of the measures dictated.

Specification second. In this, that he, the said Thomas Ragland, cadet in the service of the United States, and acting in the capacity of assistant professor of mathematics in the United States' Military Academy, whereby it became his duty, as far as his power extended, to suppress deliberative assemblies of the cadets, or combinations of the cadets of the nature aforesaid, on or about the time aforesaid, and at the place aforesaid, did suffer himself to be appointed a member of a committee, organized by the disaffected cadets, and did himself, or conjointly with the members of said committee, draw up and present to his commanding officer (Brevet Major S. Thayer, of the United States's corps of engineers,) a communication of the tenor and nature following, viz: dictating to his commanding officer, (Brevet Major S. Thayer, of the United States' corps of engineers,) the line of conduct he was to pursue; enlarging on the number of cadets who had combined and directed the proceedings of the committee; stating the oppressive conduct of the officer complained of must be avoided; and expressive of his determination, conjointly with the other members of the committee aforesaid, to have the objects represented carried into effect, even if his individual interest became a sacrifice in the cause he had undertaken.

CHARGE SECOND. *In the capacity of an accessory, joining in a combination against his commanding officer, the tendency of which was mutinous and subversive of subordination.*

Specification first. In this, that he, the said Thomas Ragland, cadet in the service of the United States, and acting assistant professor of mathematics in the United States' Military Academy, did, on or about the 23d of November, 1818, at West Point, New York, combine with a large portion of the cadets of the United States' Military Academy at West Point, New York, and join with them in a system of measures, the object of which was to dictate a course of conduct to their commanding officer, (Brevet Major S. Thayer, of the United States' corps of engineers,) and, by the appearance of so general a combination, to overawe him into a compliance with the measures dictated.

Specification second. In this, that he, the said Thomas Ragland, cadet in the service of the United States, and acting in the capacity of assistant professor of mathematics in the United States' Military Academy, whereby it became his duty, as far as his power extended, to suppress deliberative assemblies of the cadets, or combinations of the cadets of the nature aforesaid, did, on or about the time aforesaid, and at the place aforesaid, suffer himself to be appointed a member of a committee organized by the disaffected cadets, and did himself, or conjointly with other members of the said committee, draw up and present to his commanding officer, (Brevet Major S. Thayer, of the United States' corps of engineers,) a communication, of the tenor and nature following, viz: dictating to his commanding officer, (Brevet Major S. Thayer, of the United States' corps of engineers,) the line of conduct he was to pursue; enlarging on the number of the cadets who had combined and directed the proceeding of the committee; stating that the oppressive conduct of the officer complained of, must be avoided; and, expressive of his determination, conjointly with the other members of the committee aforesaid, to have the object represented carried into effect, even if his individual interest became a sacrifice to the cause he had undertaken.

Specification third. In this, that he, the said Thomas Ragland, cadet in the service of the United States, and acting in the capacity of assistant professor of mathematics in the United States' Military Academy, on or about the 24th of November, 1818, at West Point, New York, and within a short period after his commanding officer, (Brevet Major S. Thayer, of the United States' corps of engineers,) had refused to see him as a member of the committee of the disaffected cadets, as also to receive the communication presented in that capacity, did appear before his commanding officer, (Brevet Major S. Thayer, of the United States' corps of engineers,) in a body with the other members of the committee aforesaid, who assembled for the same purpose, to tender his resignation of the appointment of cadet he held in the service of the United States.

CHARGE THIRD. *Disobedience of orders.*

Specification. In this, that he, the said Thomas Ragland, cadet in the service of the United States, and acting in the capacity of assistant professor of mathematics in the United States' Military Academy, did, on or about the 25th of November, 1818, at West Point, New York, a second time present to his commanding officer, (Brevet Major S. Thayer, of the United States' corps of engineers,) a communication from the committee, organized by the disaffected cadets; notwithstanding he, the said Thomas Ragland, cadet in the service of the United States, had been informed by his commanding officer, (Brevet Major S. Thayer, of the United States' corps of engineers,) in the first instance of the impropriety of his conduct, and positively ordered by him not to present a second communication another time.

CHARGE FOURTH. *Ungentlemanlike conduct.*

Specification. In this, that he, the said Thomas Ragland, cadet in the service of the United States, and acting in the capacity of assistant professor of mathematics in the United States' Military Academy, to deceive his commanding officer, (Brevet Major S. Thayer, of the United States' corps of engineers,) and for the purpose of conveying into his hands a communication from the committee organized by the disaffected cadets, did, on or about the 25th of November, 1818, at West Point, New York, tell to his commanding officer, (Brevet Major S. Thayer, of the United States corps of engineers,) a deliberate falsehood; saying in the words to the effect following, to wit: that the communication he presented was not from the committee aforesaid, but simply an exposition of some facts, coming from himself, conjointly with cadet Wilson M. C. Fairfax, as individuals, and without any relation whatever to his character as one of the representatives of the cadets.

By order of

S. THAYER,
Brevet Major of the corps of Engineers, and
Superintendent of the U. S. Military Academy.
G. W. GARDINER,
Lieutenant of Artillery, and Post Adjutant.

REMARKS.

Saving the specification of the third charge, all the charges and specifications under those charges which were alleged against Mr. Ragland, were preferred against Mr. Fairfax.* In the specification under the third charge, laid against Mr. Fairfax, he is accused of disobeying the order which Mr. Ragland, under the same charge, is said to have disobeyed; but this order is there stated to have been communicated to him through Mr. Ragland. The charges and the specifications under them, which were preferred against Messrs. Loring,† Vining, and Holmes, were identical with those against Mr. Fairfax, omitting the fourth charge and its specification.

Many references in this pamphlet have been made to the trial of Mr. Ragland. The committee of cadets did intend to have published that trial with these papers; but this gentleman has not been granted a copy, although it has been repeatedly asked for by him in the most respectful manner, and according to the form prescribed by law. The evidence taken on the trial nearly alike affects the whole committee, from the very nature and similarity of the allegations against them. They (the committee) had fondly rested their hopes of vindicating their conduct to their friends, by presenting to them copies of the official documents of the general court-martial before which Mr. Ragland was arraigned. Such a vindication would, they are firmly persuaded, have been full and satisfactory. But, in addition to all their other persecutions, they are deprived of the privilege of doing this; of a right guarantied by law, and grounded on every principle of justice. Under these circumstances, it is difficult to believe *that the President of the United States* or the *Secretary of War* have had a proper understanding of their case. It is to be hoped that men so universally esteemed, and so highly entrusted as they are, have more correct principles, and a more enlarged magnanimity, than to impose, or suffer to be imposed, such injuries as the committee of cadets have received from the Executive Government, except from an erroneous view of their proceedings.

The committee have sought nothing but their rights; they have been faithful to their duty; and, were they properly heard, "they should doubt the being of a Providence, if they doubted of success."

Y.

OFFICE OF THE ATTORNEY GENERAL,
UNITED STATES, *August* 21, 1819.

SIR:

I have examined, with careful attention, the question you have submitted to me, as to the subjection of the cadets at West Point, to the rules and articles of war, and to trial by courts-martial; and now proceed to give you the result of that examination.

It is proper to observe, in the threshold of this inquiry, that the genius of our constitution and laws favors the trial by jury. Before the revolution, we had learned from Great Britain to consider that form of trial as the great palladium of our most sacred rights; and, on the adoption of the constitution, the privilege was deemed sufficiently important to be secured to the people by positive and repeated provisions in that instrument. Thus, by the second section of the third article of the constitution, it is provided that "the trial of all crimes, except in cases of impeachment, shall be by jury, &c.," and, by the fifth amendment to that instrument, it is further provided that "no person shall be held to answer for a capital, or otherwise infamous, crime, unless on a presentment or indictment of a grand jury, except *in cases arising in the naval or land forces*, or in the militia, when in actual service, in time of war, or public danger, &c., nor be deprived of life, liberty, or property, without due process of law, &c." The seventh amendment, looking to the questions of property, even of trivial value, provides that "in suits at common law, where the value in controversy shall exceed *twenty dollars*, the right of trial by jury shall be preserved," &c. So that Congress has not power to pass a law which shall deprive a person accused of a criminal, or otherwise infamous offence, of his right of trial by jury, except in cases arising in the land or naval forces, or in the militia, when in actual service, or in time of war or public danger.

Even in relation to the land and naval forces, (including the militia when in actual service,) Congress have never considered the mere act of stamping on those bodies a military character, by ordering them to be raised, organized, and called into service, as being sufficient, of itself, to subject them to trial by courts-martial, under the rules and articles of war; because this would be to abrogate a high constitutional privilege by implication. In every instance, therefore, in which Congress have impressed a military character on any body of men, whom they intended to divest of the right of a trial by jury, besides the impressment of that military character, they have uniformly and expressly declared that they should be subject to the rules and articles of war. With a view to test the accuracy of this position, I have collated all the laws on the subject, to which I beg leave to refer you.

See the resolve of the old Continental Congress, of the 12th of April, 1785, 1st volume of the laws of the United States, page 669, in a note; that of the same body, 3d of October, 1787, pages 668, 669, and 670, concerning the military establishment; also, the act of the 29th of September, 1789, referring to the last mentioned resolve, 2d volume of the laws of the United States, page 74, section 4; the act of the 30th of April, 1790, for regulating the military establishment of the United States, section 13, 2d volume, page 102; the act of the 3d of March, 1791, for raising and adding another regiment, &c., section 10th, idem, page 234; the act of the 5th of March, 1792, for making further and more effectual provision for the protection of the frontiers, section 11, idem, pages 257, 258; the act of the 9th of May, 1794, providing for raising and organizing a corps of artillerists and engineers, section 4, idem, page 404; the act of the 3d of March, 1795, for continuing and regulating the military establishment of the United States, &c., section 14, idem, pages 490, 491; the act of the 30th of May, 1796, to ascertain and fix the military establishment of the United States, section 20, idem, page 559; the act of the 27th of April, 1798, to provide an additional regiment of artillery and engineers, section 2, 3d volume, page 43; the act of the 28th of May, 1798, authorizing the President to raise a provisional army, section 2, idem, page 50; the act of the 16th of July, 1798, to augment the army of the United States, section 8, idem, page 108; the act of the 2d of March, 1799, giving eventual authority to the President to augment the army, section 3, idem, page 261;

* Cadets Ragland and Fairfax were appointed acting assistant professors under the following order:

ENGINEER DEPARTMENT, WASHINGTON, *April* 15, 1818.

MILITARY ACADEMY ORDERS.

The Superintendent of the Military Academy is authorized to detail not exceeding four cadets, to discharge the duties of acting assistant professors of mathematics; each cadet, so detailed, will receive ten dollars per month as a compensation for the extra duty. The appointment will be considered an honorable distinction.

J. G. SWIFT,
Brigadier General and Chief Engineer.

† Cadet Loring was, at the time of his arrest, captain of the second company of the corps of cadets. He was appointed to this situation from that of adjutant of the corps.

the act of the 16th of March, 1802, fixing the military peace establishment of the United States, idem, page 453; the act of the 28th of February, 1803, in addition to the act last quoted, section 3, idem, page 531; the act of the 2d of April, 1808, to raise, for a limited time, an additional military force, section 5, volume 4, page 163; the act of the 8th of January, 1812, authorizing the President to raise certain companies of rangers for the protection of the frontier, section 4, idem, page 366; the act of the 11th of January, 1812, to raise an additional military force, section 10, idem, page 367; the act of the 8th of April, 1812, in addition to the act to raise an additional military force, section 2, idem, page 404; the act of the 16th of May, 1812, making further provision for the army of the United States, section 2, idem, page 433; the act of the 29th of January, 1813, in addition to the act entitled an act to raise an additional military force, section 6, idem, page 492; the act of the 5th of July, 1813, to amend the act in addition, &c., section 2, idem, page 541; the act of the 28th of January, 1814, to cause certain regiments to be enlisted for five years, section 2, idem, page 644; the act of the 10th of February, 1814, to raise three regiments of riflemen, section 4, idem, page 645; the act of the 27th of January, 1815, to authorize the President to accept the services of State troops and of volunteers, sections 1 and 4, idem, page 778; the act of the 3d of March, 1815, to fix the military peace establishment of the United States, section 7, idem, page 825; the act of the 24th of April, 1816, for organizing the general staff, and making further provision for the army, section 6; session acts of 1815, 1816, pages 71, 72.

On turning to these laws, it is remarkable that, in every instance in which troops have been raised, or their number has been augmented by any accession, however trivial, or in which their number has been reduced to a peace establishment, or in which a new and distinct destination has been given to any portion of them, Congress has cautiously introduced a provision that they shall be subject to the rules and articles of war; and what is still more remarkable is, that, even after the general act of 1806 had passed, declaring the rules and articles of war, and containing the permanent provision that the armies of the United States should be subject to these rules and articles, Congress, not content to leave after-raised troops to the operation of that general provision, have, in every instance, repeated their subjection to military law. A course of legislation, so long continued and so uniform, marks the sacred respect in which Congress have ever regarded the right of trial by jury, and will justify us in assuming it, as their sense, that this right is never to be taken away by implication; never by the mere impressment of a military character on a body; never without a positive provision to that effect.

In relation to the cadets at West Point, then, in order to prove their subjection to the rules and articles of war, and trials by courts-martial, it is not enough to show that Congress has stamped on them a military character: for, if we respect the opinion uniformly expressed by the practice of Congress, it must also be shown to have been expressly provided that those cadets shall be subject to the rules and articles of war.

With these principles in view, I shall proceed to examine all the laws which bear on the question submitted, expressing my opinion on the legal construction and operation of each law as it occurs.

The *nucleus* of the military institution at West Point was a corps of engineers, raised under the act of Congress of the 15th of March, 1802. (Laws of the United States, volume 3, pages 456, 457, sections 26, 27, 28.)

In order to apprehend more distinctly the intention of Congress in relation to this corps, it may not be amiss to examine the previous laws relative to the troops of this description, and to compare them with the two laws bearing directly on the question. Neither of the two resolves of the Old Congress, nor the acts of 1789, 1790, before stated, say any thing of engineers. The first time they are mentioned in our laws is the act of the 9th of May, 1794, volume 2, page 403, entitled "An act providing for raising and organizing a corps of artillerists and engineers," by which seven hundred and sixty-four non-commissioned officers and privates, &c. were directed to be engaged for three years, by voluntary enlistment, and incorporated with the previous corps of artillery, then in the service of the United States, the joint body being thereafter to be denominated "*The Corps of Artillerists and Engineers*;" the entire number, exclusive of commissioned officers, being nine hundred and ninety-two. By the third section of this law, the whole body was organized into four battalions, each battalion consisting of four companies, and to each company were attached, among others, *two cadets*, with the pay, clothing, and rations of sergeants. The fifth section made it the duty of the Secretary of War to provide, at the public expense, under the direction of the President, the necessary books, instruments, and apparatus, for the use of the corps. The sixth section authorized the President to cause such proportion of the said corps, as he should deem consistent with the public service, to serve in the field, on the frontiers, or in the fortifications on the sea-coast. The 4th section expressly provided that the whole body should be governed by the rules and articles of war, which have been, or may, by law, be established.

Hence, there is nothing in the character of the service, or the circumstance of their being *cadets*, nor in that of their being furnished with the necessary books, instruments, and apparatus for study, which, at that time, was deemed sufficient to exempt cadets, among the rest, from the operation of the rules and articles of war. The act of the 3d of March, 1795, continues this incorporation and organization of the corps of artillerists and engineers, and, in the 14th section, repeats their subjection to the rules and articles of war. The act of the 30th of May, 1796, makes no change in the situation of the corps of artillerists and engineers. The act of the 27th of April, 1798, "to provide an additional regiment of artillerists and engineers," directs that three battalions, of four companies each, be raised for this purpose, by enlistment for five years, unless sooner discharged, attaches two cadets to each company, directs the Secretary of War to furnish all necessary books, instruments, and apparatus, and, in like manner, subjects the whole corps to the rules and articles of war. The act of the 16th of July, 1798, to augment the army of the United States, and for other purposes, after authorizing the raising and organization of twelve additional regiments of infantry and six troops of light dragoons, proceeds, in the seventh section, to authorize the President to appoint any number, not exceeding four, teachers of the arts and sciences, necessary for the instruction of the artillerists and engineers, at the monthly pay of fifty dollars, and two rations per day. The eighth section subjects the officers, non-commissioned officers, and privates, raised by virtue of this act, to the rules and articles of war, but does not embrace, in that provision, the teachers appointed by the President, unless they come under the denomination of officers, non-commissioned officers, musicians, or privates, which I do not think was intended; because the previous sections of the law sufficiently indicate who were meant by those terms.

Next in order comes the act of the 16th of March, 1802, by which the establishment at West Point was created. As this act bears directly on the subject of inquiry, it will be necessary to give it a more minute attention. It is entitled, "An act fixing the military peace establishment of the United States," and the first section declares, "that after the 1st day of June next following the date of the act, the military peace establishment of the United States shall be composed of one regiment of artillerists and two regiments of infantry, with such officers, military agents, and engineers, as are hereinafter mentioned." The second section is employed in organizing the regiment of artillerists, (not of the artillerists and engineers,) and the regiments of infantry; all the succeeding sections are confined exclusively to those regiments of artillery and infantry, (with the appendages of paymasters and military agents, and their assistants, and of surgeons, with their mates,) till we come down to section ninth, by which the President is required to cause to be arranged the officers, non-commissioned officers, musicians, and

privates, of the several corps of troops now in the service of the United States, in such manner as to form and complete, out of the same, the corps aforesaid, (that is to say, the corps composed of the regiment of artillery and two regiments of infantry;) and the next section, the tenth, provides that the officers, non-commissioned officers, musicians, and privates of the said corps shall be governed by the rules and articles of war. This section, therefore, does not embrace the engineers, of whom as yet nothing had been said. The sections succeeding the tenth are wholly employed, as the preceding ones had been, in regulations confined to the regiments of artillery and infantry, till we come down to section twenty-sixth, when, for the first time, the subject of the engineers is taken up. That section authorizes and empowers the President, when he shall deem it expedient, to organize and establish a corps of engineers, to consist of one engineer, with the pay, rank, and emoluments of a major; two assistant engineers, with the rank, pay, and emoluments of captains; two other assistant engineers, with the pay, rank, and emoluments of first lieutenants; two other assistant engineers, with the pay, rank, and emoluments of second lieutenants; and ten cadets, with the pay of sixteen dollars per month and two rations per day; with the power to make promotions, so as not to exceed one colonel, one lieutenant colonel, two majors, four captains, four first lieutenants, and four second lieutenants, and so as that the corps shall at no time exceed twenty officers and cadets. The twenty-seventh section provides that the said corps, (composed solely of officers and cadets,) when so organized, shall be stationed at West Point, in the State of New York, and constitute a military academy, and that the engineers, assistant engineers, and cadets of the said corps, shall be subject at all times to do duty in such places, and on such service, as the President of the United States shall direct. The twenty-eighth section assigns the superintendence of the academy to the principal engineer; and authorizes the Secretary of War, under such regulations as the President should direct, to procure the necessary books, &c. for the use of the institution. The twenty-ninth section is a repealing one, and here the law stops. There is no provision that this corps shall be subject to the rules and articles of war.

It is here worthy of observation, that this is the first time that a separate corps of engineers had been raised by our laws; that there is no other instance in the annals of Congress, in which a new description of troops has been authorized without an express provision that they shall be subject to the rules and articles of war; that in this very law there is, in the preceding part of it, such a provision in relation to the artillerists and infantry, which gives this omission, in regard to the engineers, tenfold significance; and that although a military character has been impressed on their corps, as well by their name as their being fixed as a part of the peace establishment, yet that character is, comparatively speaking, rather of an equivocal cast; whereas, in every other case, when the most distinct and unequivocal military character has been impressed on a new raised corps, the provision which is wanting here has, nevertheless, been added. It seems to me very difficult to conceive why, in this identical law, it was thought necessary that the provision should have been so expressly introduced as to the regiment of artillery and infantry, (which were most clearly of an equivocal military character,) and yet that it should have been so palpably omitted in relation to the engineers, a new corps, who were constituted an academy, and liable to military duty only when called on by the President, unless Congress intended the exemption in regard to the latter corps. But, whether they did in fact intend it or not, a review of all the analogous laws which they have passed, the component parts of this very law, and the principle that the trial by jury is not to be ousted by implication, do, in my opinion, justify the conclusion that, so far as the question rests on the act of the 16th of March, 1802, the members of this military academy were not subject to the rules and articles of war.

Next in order follows the act of the 25th of February, 1803, in addition to the preceding act, in the third volume of the Laws of the United States, page 530. The first section of this act contains merely a provision in relation to the regiment of artillerists. The second section authorizes the President to appoint one teacher of the French language, and one teacher of drawing, to be attached to the corps of engineers, whose compensation shall not exceed the pay and emoluments of a captain in the line of the army. The third section provides that the commanding officer of the corps of engineers be authorized to enlist, for not less than three years, one artificer and eighteen men, to aid in making practical experiments, and for other purposes; to receive the same pay, rations, and clothing as are allowed to the artificers and privates in the army of the United States, and the same bounty when enlisted for five years, and to be subject to the rules and articles of war. Who are to be so subject? Most clearly those who are the exclusive objects of the rest of the provisions in this section, to wit, the artificers and eighteen men. If it should be asked what reason there can be why these men should be more subject to the rules and articles of war than the engineers and cadets who had before constituted the corps, it would be sufficient to answer that Congress have so provided; but it seems to me that, if it were necessary to assign a further reason, one might be found, without difficulty, on the different footing, in other respects, in which the two parts of this corps stand. For it is observable that the act of the 16th of March, 1802, does not require the engineers and cadets to be enlisted at all, much less to be enlisted for a particular time. The language of this section is, that the President may, when he shall deem it expedient, organize and establish a corps of engineers; not from the army then on hand; for if it had been so intended, it would have been so expressed, as it was in the ninth section of the regiments of artillerists and infantry; but there is a further reason why it could not have been intended to be drawn from the army then on hand; for, by the ninth section of the law, all the officers and privates of that army, who were not taken into the regiments of artillerists and infantry, were directed to be discharged on the 18th of April, 1802, whereas the corps of engineers were to be organized and established whenever thereafter the President should deem it expedient. Were they to be drawn from the regiments of artillerists and infantry, authorized by the previous sections of the acts of 1802? It is not so said, and the inference is excluded by the precision, in point of number, and the compact and separate form into which those regiments had been previously organized. I understand the twenty-sixth section, then, as authorizing the President to organize and establish this corps by a new and original contract with the members who were to compose it. They were not then to be enlisted, but engaged for the price stipulated by law. It is not said for what length of time they were to be engaged, nor is it even said that they were to be commissioned. They were rather an anomalous species of body, to be called into being whenever the President should deem it expedient, and to be formed into a school; an academy for military instruction; whereas the artificers and eighteen men, here authorized, are enlisted for three years, and put, in all respects, on a footing with the artificers and privates of the army. Why is the provision of subjection to the rules and articles of war expressly made as to those men, and again omitted as to the engineers and cadets, as well as the teachers of French and drawing, here authorized, unless the omission was intended? Would it not be a most arbitrary construction to impute to Congress the intention to subject the original corps of engineers and the masters now added to military law, when, on two occasions, most obviously inviting them to the expression of that intention, if it existed, they should, nevertheless, decline that expression, and leave it to be gathered by inference—an inference, too, unwarranted by the whole course in analogous cases? I cannot think that such an interpretation of the law would be sound; and, therefore, as yet, I see nothing that subjects the engineers, cadets, and teachers at West Point to the rules and articles of war. Before I leave this part of the subject I will observe that, if I am wrong in supposing that the original corps of engineers at West Point was not to be drawn either from the existing army or from the regiments of artillery and infantry which were thereafter to constitute the peace establishment of

the United States; and if, on the contrary, they were (according to Colonel Hindman's suggestion,) to be drawn "from the different arms of the army," (composing the peace establishment, I suppose he meant,) it would not yet follow, that, because while belonging to the artillery and infantry they were subject to the rules and articles of war, they would therefore be subject in their new character of engineers; on the contrary, every inference would still follow from the very palpable omission of Congress so to subject them; and, not to multiply instances of the manner in which Congress have legislated in parallel cases, I will call your attention to one only; it is that which you will find in chapter 532, volume fourth of the Laws of the United States, page 541. This act, providing for the destination of a part of the troops authorized to be raised by a previous law, (and by this previous law expressly subjected to martial law,) because it so far changes that destination from the general purposes of war as to limit it to the defence of the seaboard, expressly repeats their subjection to the rules and articles of war, lest, from the mere change of destination, they should be considered as being absolved from the liability to those rules and articles under the original law.

We come now to the act of the 10th of April, 1806, "for establishing rules and articles for the government of the armies of the United States." The ninety-sixth article of these rules and articles is in these words: "All officers, conductors, gunners, matrosses, drivers, or other persons whatever receiving pay or hire in the service of the artillery or corps of engineers of the United States, shall be governed by the aforesaid rules and articles, and shall be subject to be tried by courts martial, in like manner with the soldiers and officers of the other troops in the service of the United States." At the passage of this law there was no corps of engineers except that at West Point; they must, therefore, have been intended; and this is rendered more clear by the consideration that the article in the old rules and articles, from which this is copied, has not the words "or corps of engineers." (See 181. Gray. Appendix, p. 155, sec. 16, art. 1.) These words, therefore, being in the year 1806 for the first time interpolated by Congress, and there being no body to fit the description except the corps of engineers at West Point, I do not see how the conclusion can be fairly avoided that it was intended to apply to them. They were a corps of engineers; they received the pay of the United States; they were in the service of the United States, as much as any other troops on the peace establishment; and therefore that corps, and all other persons in its service, now became subject to martial law; not only the engineers, cadets, artificers, and eighteen privates, who constituted the corps, but the masters or teachers of French and drawing, who were in the service of that corps. So stood the law when the act of the 29th of April, 1812, was passed, entitled "An act making further provision for the corps of engineers." This act, by the first section, provides that certain officers be added to the corps of engineers, and that there be attached to this corps a company of bombardiers, sappers, and miners. The second section provides that the Military Academy shall consist of the corps of engineers, (including, of course, the ten cadets who had been originally attached to it, and who formed a part of it,) and certain new professors, in addition to the teachers of the French language and drawing already provided. I will merely remark, in passing, that these new professors then attached to the corps of engineers come within the description of the ninety-sixth article of the permanent act of 1806, establishing the rules and articles of war, as persons receiving pay in the service of that corps. The third section of the act of 1812 provides that "the cadets heretofore appointed in the service of the United States, whether of artillery, cavalry, riflemen, or infantry, omitting in the enumeration those that had been theretofore appointed in the service of the corps of engineers, or that may in future be appointed, as hereafter provided, shall at no time exceed two hundred and fifty; that they may be attached, at the discretion of the President, to the Military Academy, and be subject to the established regulations thereof; that they shall be arranged into companies," &c. The section, after going on to describe the discipline of the cadets, proceeds to direct the manner of appointment and qualifications of the cadets thereafter to be appointed.

If it were material to the decision of the question which you have submitted to me, I should say that I differed from Colonel Hindman and the court martial in the opinion that, by the third section, the cadets, who had been previously constituted a part of the corps of engineers, were abolished, or amalgamated with the two hundred and fifty authorized by that section to be attached to the academy; for by the second section it is expressly declared that the Military Academy shall consist of the corps of engineers, that is, the existing corps, expressly composed, in part, under the act of 1802, of the ten cadets, which, so far from being abolished, is hereby confirmed; and when you come to examine the component parts of the two hundred and fifty new cadets, who are authorized by the third section, you will find no part of the description which applies to the ten cadets who had been previously attached to the corps of engineers, for these ten had not heretofore been appointed in the service of the United States, either of artillery, cavalry, riflemen, or infantry; the corps of engineers having been, by the previous laws, erected into a corps distinct from them all, and known by a different name; nor were those ten cadets already appointed included in the only remaining part of the description of those "who may in future be appointed, in the manner hereinafter provided." Whatever might have been the intention of Congress, it is very clear to my judgment that they have by this section authorized the President to add to the establishment two hundred and fifty cadets, exclusive of the ten who had been already appointed under the act of 1802. But to proceed directly to the point in question. The cadets embraced in the third section were to be attached, at the discretion of the President, to the Military Academy, and, when so attached, they were to be subject to the established regulations thereof. What is the meaning of this phrase, "attached to the Military Academy?" Does it mean the buildings in which the military art was taught? No; Congress have not left us in the dark on this point; they have expressly defined what they mean by the phrase "the Military Academy." By the twenty-seventh section of the act of 1802 they have expressly declared that the corps of engineers shall constitute this Military Academy; and by the second section of the act immediately under consideration, they have repeated "that the Military Academy shall consist of the corps of engineers," &c. By attaching these cadets, therefore, to the Military Academy, is clearly meant attaching them to the corps of engineers, with their train of professors, who constitute that Academy; and, while so attached, they compose a part of this corps. Being thus identified with the corps, if this were a case in which implication could be suffered to speak, it might be fairly held that they became, by irresistible consequence, subject to all the laws which bound that corps. Congress, however, with their habitual caution, have saved us the necessity of collecting their intention by inference in this respect, by expressly declaring that the cadets thus attached to the pre-existing military body known by the name of the Military Academy should be subject to the established regulations of that body. What were these regulations? One of them was, (under the act of 1802,) that that body should be subject to do such duty, in such places, and on such service, as the President should direct. Another was, (under the act of 1806,) that that body should be subject to the rules and articles of war, and be subject to be tried by courts-martial; and the section under consideration expressly declares that the two hundred and fifty cadets shall be subject to the same regulations.

It is said, however, by Colonel Hindman, that the ninety-sixth article of the rules and articles of war embraces only the case of cadets in the service of the artillery and corps of engineers; and that these cadets, not being in the service of either of these corps, are not comprehended by that article. In answer to this, it might be very fairly insisted, that those cadets, after their attachment to the corps of engineers, come within the very description of the ninety-sixth article, being persons who receive pay in the service of the corps of engineers. But let it be

admitted that the new cadets are not within the description of the ninety-sixth article; can it be denied that the original body who composed the Military Academy were within that description? for, if they were, the act of 1812 places the new cadets precisely on the same footing, by subjecting them expressly to the same established regulations.

Lest it should be thought that this phrase, "established regulations," has a narrower sense than that which I have assigned to it; that it allows, for example, to the allotment for the hours of study, for exercise, for relaxation and refreshment, &c.; it may not be amiss to observe that "the same rules and regulations" are the very terms employed by Congress in parallel cases, with an unquestionable reference to a subjection to martial law. In support of this, see chap. 376, sec. 2, vol. 4, p. 405; chap. 532, sec. 2, p. 541. In chap. 599, sec. 4, vol. 4, p. 645, the phrase here is, that the new troops "shall be placed, in every respect, on the same footing as the other regular troops of the United States." But if this phrase, "established regulations," is to have the strictest sense which I have supposed, then the new cadets are not subject to do duty, where, and when, and how the President may direct. The construction which would subject them to do duty cannot fairly avoid the other.

It is suggested by Colonel Hindman, on behalf of the court-martial, that these cadets are merely students. In one sense they are so, and so was the old corps known under the name of artillerists and engineers; so was the original corps of engineers, who constituted the Military Academy; for both "books, instruments, and apparatus for study," were expressly provided by law; yet this character of students did not exempt them from liability to martial law. But if the suggestion is intended to place cadets on the footing of civil students, clothed with all their civil privileges and immunities, it is proper to remark, that those cadets occupy a very different ground; they are enlisted soldiers; they engage, like soldiers, to serve five years, unless sooner discharged; they receive the pay, rations, and emoluments of sergeants; they are bound to perform military duty, in such places, and on such service, as the commander-in-chief of the army of the United States shall order; and, finally, by the act of the 3d of March, 1815, fixing "the military peace establishment of the United States," the corps to which they are attached, and of which they form a part, is expressly recognised as a part of that military establishment. See the act in the Laws of the United States, vol. 4, p. 825.

I have given you all this trouble, sir, from my respect for the court-martial, with whom I have been obliged to differ, as well as from the real delicacy and importance of the question; and after every allowance for the genius of our constitution and laws, and after rejecting every thing like implication and inference from the consideration of this question, I come to the conclusion that the corps at West Point form a part of the land forces of the United States, and have been constitutionally subjected by Congress to the rules and articles of war, and to trial by courts-martial.

I have the honor to be, sir, with the greatest respect, your obedient servant,

WILLIAM WIRT.

To the Hon. JOHN C. CALHOUN, *Secretary of War.*

Z.

ADJUTANT AND INSPECTOR GENERAL'S OFFICE, *November* 10, 1819.

GENERAL ORDERS.

The President, having considered the proceedings of the general court-martial which, by his order of the 23d of September last, was reassembled at West Point, to proceed in the trial of Thomas Ragland, W. M. C. Fairfax, N. H. Loring, Charles Vining, and C. R. Holmes, cadets of the Military Academy, disapproves the decision of the court in declaring that its jurisdiction was not competent to the trial of cadets, and orders it to be dissolved.

The President is of opinion that the professors, teachers, and cadets are governed by the rules and articles of war. Although the institution is intended for instruction, and is preparatory for military promotion, it is nevertheless evidently governed by martial law.

He disapproves, also, the conduct of the cadets in the instances stated by the Secretary of War in his letter of the 15th of January last to Major Thayer, which, with this order, he directs to be read by the major to the officers of the station, the professors, teachers, and cadets, who are to be further assembled for the purpose.

If military orders are not promptly obeyed, all discipline is at an end; and if any order is supposed to impose onerous conditions, the objections to it will always be heard, and will have more weight when urged by a cadet giving proof of his obedience to the order and of his attachment to discipline.

In consideration, however, of the long suspension of the cadets, which, from their age, has operated as a severe penalty, he orders that their suspension be removed, and that they be restored to the academy. He adopts this measure in the expectation that these young men will, by their future conduct, give such an example of obedience to orders and of discipline as to meet the approbation of the Executive.

By order: D. PARKER, *Adj. and Insp. Gen.*

In consequence of the unmerited severities imposed by this last order upon Messrs. Fairfax, Ragland, Vining, Loring, and Holmes, and also from the approval, which it contains, of those measures and abuses which formed the subjects against which the cadets complained, Messrs. Fairfax, &c. forwarded, a few weeks since, their resignations to Washington. They have been accepted.

DECEMBER 16, 1819.

16th Congress.] No. 177. [1st Session.

EXPEDITION TO THE MOUTH OF THE YELLOW STONE RIVER.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, JANUARY 3, 1820.

Mr. Smyth made the following report:

The Committee on Military Affairs have, according to order, inquired into the expenditures which have been, and are likely to be, incurred in fitting out and prosecuting the expedition ordered to the mouth of the Yellow Stone river, on the Missouri, and concerning the objects intended to be accomplished by the expedition. The movement of the troops, made and intended to be made, and the incurred and estimated expense, appear by the letter of the Quartermaster General to the Secretary of War, marked A, and the statements numbered 1, 2, 3, and 4; the objects of the expedition are fully explained by the letter of the Secretary of War to the chairman of the military committee, marked B. The committee have also obtained a statement of the distribution of the army of the United States, its total strength, and the strength of garrisons and posts, marked C.

All which is respectfully submitted.

A.

Letter from the Quartermaster General to the Secretary of War.

Sir: Quartermaster General's Office, *December* 28, 1819.

In obedience to your order, requiring a statement of the expense incurred by the movements on the Missouri, and an estimate of the sum which will be required for the ensuing three years, I have the honor to report, that several of the accounts connected with those movements have not yet been received, particularly that of Colonel James Johnson, who was employed as a transporter of troops, provisions, and stores. But, on the most liberal estimate, I am convinced that the whole expense of the movement for the present year, including all the supplies furnished by the Quartermaster's Department, cannot exceed one hundred and sixty-three thousand dollars. From that sum should be deducted the expense which would have accrued had the troops remained at their former stations, as well as the entire value of the barges, batteaux, and other means of transportation, (the property of the Government) attached to the expedition; and the remainder will be the amount of expense actually incurred. As the establishments on the Mississippi are included in the plan of defence for the western frontier, it is thought that a statement of the movements made, of the works established, and of the expense incurred, might not be unsatisfactory.

By a reference to the accompanying statements, it will be seen that the expenses of the establishments, both on the Missouri and the Mississippi, will diminish every year. Those statements are predicated upon arrangements already made for the supply of a part of the provisions, all the forage, fuel, and quarters, and, after the next year, the greater part of the transportation, by the troops, and at but trifling expense to the public.

No. 1 shows the movements made, and the works established by the troops, on both rivers.

No. 2 is a statement of the *expense incurred by the movement on the Missouri*, and an *estimate* of the probable expense for the ensuing three years. You will perceive that the two regiments have cost sixty-four thousand two hundred and twenty-six dollars more than they would have cost had they remained at their original stations. With that additional expense, one of the regiments has been moved nearly three thousand miles, barracks have been erected for a thousand men, and an important work has been established, which will enable us to hold in check *five powerful and warlike nations of Indians.*

No. 3 is a statement of the expense incurred in making the establishment on the Mississippi, with an estimate of the amount required for the next three years. The troops on that river have cost less than they would have cost at their former stations, in consequence of their having provided boats, fuel, quarters, &c. without expense to the Government. The greater part of the transportation on the Mississippi will be done, in future, by the troops, by which a considerable sum will be saved.

No. 4 is a statement of the works on which it is proposed that the troops be employed. It is believed that those works may be accomplished in less than three years; they will be important in any plan of defence, particularly the roads, and the avenue formed by the Fox and Ouisconsin rivers, which will be necessary to afford a communication between the several frontier posts, and between those posts and our settlements.

I have the honor to be, sir, your obedient servant,

THOMAS S. JESUP, *Q. M. G.*

The Hon. J. C. Calhoun, *Secretary of War.*

No. 1.

Statement showing the movements of the troops composing the Missouri and Mississippi expeditions, in the course of the year 1819.

CORPS.	Whence the movem'ts were commenced.	Routes by which the movements were made.	Present station of the troops.	Distance from the points of departure to the present stations.
				Miles.
6th regiment of infantry,	Plattsburg, N. York,	N. York, Pittsburg, and St. Louis,	Council Bluffs,*	2,628
Detachment of riflemen,	Philadelphia, .	Pittsburg and St. Louis, .	Council Bluffs,	2,350
Detachment of riflemen,	Prairie du Chien, .	Belle Fontaine and Missouri, .	Council Bluffs,	1,270
Detachment of riflemen,	Belle Fontaine, .	Missouri River, . .	Council Bluffs,	670
Detachment of riflemen,	Martin Cantonment,	Missouri River, . .	Council Bluffs,	280
Detachment of 5th infantry,	Philadelphia, .	Pittsburg and St. Louis, .	Prairie du Chien,†	2,180
Large detachment of the 5th regiment.	Detroit, . .	Green Bay, Fox, and Ouisconsin, rivers, to Prairie du Chien, thence by the Mississippi, . .	St. Peter's,‡ .	1,270

* At Council Bluffs a strong work has been erected by the troops, for the security of the cantonment, and barracks sufficient for the accommodation of one thousand men. Provisions, clothing, stationary, and camp equipage, for one year, and ordnance and ordnance stores, to complete the establishments, have been forwarded to the respective posts.

† At Prairie du Chien the barracks have been repaired by the troops, and the wheat in cultivation secured, sufficient for the subsistence of the garrison for the ensuing winter.

‡ At St. Peter's barracks have been erected for the accommodation of the troops, and a work commenced for the security of the post.

No. 2.

Estimate of the expenses of the troops composing the Missouri expedition, for the year 1819, *with what their expense would have been had their stations not been changed, and the amount which will be required for the succeeding three years.*

Estimated cost of the transportation of provisions, ordnance, ordnance stores, camp equipage, and the troops, in the year 1819,		$152,994 00	
Estimated cost of fuel and stationary, for the troops, and forage for public horses and oxen, and incidental expenses,		10,000 00	
		162,994 00	
From which deduct the average cost of the two regiments composing the expedition, had they remained at Plattsburg, and Belle Fontaine,	$78,768 00		
Also, the estimated value of the means of transportation attached to the expedition, consisting of barges, batteaux, horses, oxen, &c.	20,000 00		
		98,768 00	
Extra expense incurred by the movement, in the year 1819,			$64,226 00
Will be required for the year 1820,		100,000 00	
1821,		53,300 00	
1822,		50,140 00	
			203,440 00
Extra expense incurred in 1899, and the amount which will be necessary for the succeeding three years,			267,666 00
From which deduct the estimated cost of the two regiments composing the expedition, had they remained at their stations, for the years 1820, 1821, and 1822, at an average of $39,384, per regiment, per annum,			236,304 00
Extra expense incurred by the movement, in the course of four years,			31,362 00
Which, deducted from the amount saved on the Mississippi, results in a saving, in the course of four years, in the two expeditions, of			$42,485 84

No. 3.

Estimate of the expenses of the troops composing the Mississippi expedition, for the year 1819, *with what their expenses would have been had they remained at their former stations, and the amount which will be required for the succeeding three years.*

Estimated cost of the transportation of provisions, ordnance, ordnance stores, camp equipage, and the troops, in the year 1819,		$37,068 16	
Estimated cost of fuel and stationary for the troops, and forage for public horses and oxen, and incidental expenses,		6,500 00	
			$43,568 16
From which deduct the average cost of the regiment composing the expedition, had it remained at its former station in 1819,		39,384 00	
Also the estimated value of the means of transportation attached to the expedition, consisting of barges, batteaux, horses, oxen, &c. belonging to the public,		5,000 00	
			44,384 00
Estimated saving in the year 1819, by the movement,			815 84
Estimated cost of a regiment, stationed at Detroit for three years, at an average of $39,384 per annum,		118,152 00	
From which deduct the amount which will be required for this expedition,			
for the year 1820,	$23,120 00		
for the year 1821,	12,000 00		
for the year 1822,	10,000 00		
		45,120 00	
			73,032 00
Total estimated saving by this expedition, in the course of four years,			73,847 84
From which deduct the extra expense incurred by the Missouri expedition in four years,			31,362 00
Results in a saving to the Government, in the course of four years, by the two expeditions, of			$42,485 84

No. 4.

Summary of the movements which will be made by the troops composing the Missouri and Mississippi expeditions, in the course of the ensuing season, and the manner in which it is proposed to employ them.

It is proposed to move the rifle regiment from the Council Bluffs to the Mandan villages, and to erect barracks there, properly defended, for five hundred men.

To remove some of the principal obstructions to the navigation of the Missouri river, such as planters, sawyers, and rafts; this work may be accomplished by the troops on the Missouri, in the course of three winters.

To open a road from Chariton, in Missouri Territory, to the Council Bluffs, and thence to the Mandan villages.

To open a road from the Council Bluffs to the post at the mouth of St. Peter's, on the Mississippi.

To improve the navigation of the Ouisconsin and Fox rivers, and connect them by a canal, or good road, in order to facilitate the communication between Fort Howard, at Green bay, and Prairie Du Chien, on the Mississippi; those rivers are navigable for batteaux, within one mile of each other.

B.

Letter from the Secretary of War to the Chairman of the Military Committee.

SIR: DEPARTMENT OF WAR, *December* 29, 1819.

In reply to your letter of the —— ——, requesting to be informed of the expenditures which have been, and which are likely to be, incurred in fitting out and prosecuting the expedition ordered to the mouth of the Yellow Stone, on the Missouri river, and of the objects intended to be accomplished by the expedition, I have the honor to make the following statement:

The enclosed report and estimates from the Quartermaster General, marked Nos. 1, 2, 3, 4, and 5, with a statement of the duty performed, and that which is contemplated, exhibits the expense of the expedition up the Missouri, for the last, and the next succeeding three years, with a similar statement in relation to that on the Mississippi. Though the last is not referred to in your letter, yet, as the two movements constitute a part of the same system of measures, I believed that it would not be unacceptable to the committee to receive a statement of the whole expenses incurred, or likely to be incurred, in its execution.

The expedition ordered to the mouth of the Yellow Stone, or rather to the Mandan village, (for the military occupation of the former, depending on circumstances, is not yet finally determined on,) is a part of a system of measures, which has for its objects, the protection of our northwestern frontier, and the greater extension of our fur trade. It is on that frontier only that we have much to fear from Indian hostilities. The tribes to the southwest are either so inconsiderable, or so surrounded by white population, and, what is of not less importance, so cut off from intercourse with all foreign nations, that there are reasonable grounds to believe, that we shall, in future, be almost wholly exempt from Indian warfare in that quarter. Very different is the condition of those on our northwestern border. They are open to the influence of a foreign Power, and many of the most warlike and powerful tribes, who, by the extension of our settlements, are becoming our near neighbors, are yet very little acquainted with our power. To guard against their hostility, it has been thought proper to increase our forces on that frontier from one to three regiments; and to occupy new posts, better calculated to cut off all intercourse between the Indians residing in our territory, and foreign traders or posts; and to garrison them with a force sufficiently strong to overawe the neighboring tribes. With this view, measures have been taken to establish strong posts at the Council Bluff and the Mandan village, on the Missouri; at the mouth of the St. Peter's, on the Mississippi; and the falls of St. Mary's, between Lakes Superior aad Huron. The posts at Green Bay, Chicago, Rock Island, and Prairie du Chien, will still be continued. The posts at the mouth of the St. Peter's, and at the Council Bluff, have already been occupied; and that at the Mandan village will probably be the next summer. The position at the falls of St. Mary's has been reconnoitered, and it is intended to make preparation the next summer to occupy it. The occupation of these posts with an adequate force will, it is believed, by establishing over the various tribes in that quarter the influence of our Government, and preventing or diminishing that of others, have the most beneficial effects. The position at the Council Bluff is a very important one, and the post will consequently be rendered strong, and will be occupied by a sufficient garrison. It is about half way between St. Louis and the Mandan village, and is at that point on the Missouri which approaches the nearest to the post at the mouth of the St. Peter's, with which, in the event of hostilities, it may co-operate. It is, besides, not more than one hundred and eighty miles in advance of our settlements on the Missouri, and is in the centre of the most powerful tribes, and the most numerous Indian population, west of the Mississippi. It is believed to be the best position on the Missouri, to cover our flourishing settlements in that quarter, and ought, if it were wholly unconnected with other objects, to be established for that purpose alone.

The position at the Mandan village has been selected for a military post, on account of the many advantages which it is supposed to possess. At that point the Missouri approaches nearest to the establishment of the Hudson Bay Company, on the Red River of the Lakes, near the mouth of the Assinaboin, and, at the same point, it takes a direction to the south, which, in the event of hostilities, would render it more difficult for any force which might be brought against it from the possessions of our northern neighbors to interrupt the communication with the posts below. It is besides well situated to protect our traders, and to prevent those of the Hudson Bay Company from extending their trade towards the head-waters of the Missouri, and along the rocky mountains within our limits, which tract of country is said to abound more in fur, and of a better quality, than any other portion of this continent. The post at the mouth of the St. Peter's is at the head of navigation on the Mississippi, and, in addition to its commanding position in relation to the Indians, it possesses great advantages, either to protect our trade or to prevent that of foreigners. The post contemplated at the falls of St. Mary's will, it is believed, be of very great importance. The position, as has been stated, has been reconnoitered, and it is found that the communication between the two lakes can be commanded from our side, as the channel passes close under the western shore. The post may be established and maintained at very little additional expense. When these posts are all established and occupied, it is believed, with judicious conduct on the part of our officers, that our northwestern frontier will be rendered much more secure than heretofore, and that the most valuable fur trade in the world will be thrown into our hands.

Trade and presents, accompanied by talks calculated for the purpose, are among the most powerful means to control the action of savages; and so long as they are wielded by a foreign hand our frontier must ever be exposed to the calamity of Indian warfare. By the treaty of 1794, Great Britain obtained the right of trade and intercourse with the Indians residing on our territory; which gave her nearly a monopoly of the trade with the various tribes of the lakes, the Mississippi, and Missouri, and a decided control over all of their measures. The effects of this ascendancy over them must be remembered and lamented so long as the history of the late war shall be perused. The most distressing occurrences and the greatest disasters of that period may be distinctly traced to it. This right of intercourse and trade with the Indians which has proved to us so pernicious terminated in the war, and was not reserved by the treaty of Ghent; and, in the year 1816, Congress passed a law which authorized the President to prohibit foreigners from trading with the Indians residing within our limits, and instructions have been given under the act to prevent such trade; but it is obvious that the act and instructions to Indian agents can have but little efficacy to remedy the evil. Without a military force properly distributed the trade would still be continued, and even if it were prevented, that which is more pernicious would still remain—Indian talks at the British posts, accompanied with a profuse distribution of presents.

This intercourse is the great source of danger to our peace; and until that is stopped our frontier cannot be safe. It is estimated that upwards of three thousand Indians from our side of the lakes visited Malden and Drummond's island the last year; and that, at the latter place alone, presents were distributed to them to the amount of ninety-five thousand dollars. It is desirable that this intercourse should terminate by the act of the British Government; and it is believed that it has been continued by its agents in Canada, rather in consequence of the practice before the late war under the treaty of 1794, than by the direct sanction and authority of that Government. Its

attention has, however, been called to it through the proper Department; and, as it is wholly inconsistent with the friendly relations between the two countries, it is hoped that it will not be permitted in future. The occupation of the contemplated posts will, in the mean time, put in our hand the power to correct the evil. The posts on the lakes will enable the Government not only to check effectually all trade with foreigners in that quarter, but also to restrain the Indians from passing our limits. On that side the remedy will be complete. On the Mississippi and the Missouri the posts at the St. Peter's and Mandan village are well selected for the same purpose. From the Lake of the Woods, westwardly, the 49th parallel of latitude is the boundary established by the late convention between the United States and the British possessions. The Hudson Bay and the Northwest Companies have several posts and trading establishments which are believed to be much to the south of this line, and, consequently, within our territory. When the boundary is ascertained and marked, the policy of the act of the 29th April, 1816, already referred to may, by means of these posts, be effectually enforced; and in that quarter, as well as on the side of the lakes, we will have the power to exclude foreigners from trade and intercourse with the Indians residing within our limits. The facility of communication by the Mississippi and Missouri with our posts on those rivers, is so much greater than that between Hudson's Bay or Montreal, (particularly without passing through our territory,) and the British posts north of ours, that our ascendency over the Indians of those rivers both as to trade and power ought, with judicious measures on our part, to be complete.

I deem it my duty respectfully to suggest to the committee, as it is intimately connected with the subject of the present inquiry, that the present system of Indian trade is defective; and that, besides endangering the peace of our country, it cannot meet, on equal terms, the well-organized trading associations of our northern neighbors. I will, however, forbear from presenting any additional observations on this point, as the report which I had the honor to make to the House of Representatives on the 5th December, 1818, contains my views in relation to it.

The ultimate success of the contemplated measures must necessarily depend very much on the manner in which they are executed. With this impression great care has been taken to select officers every way well calculated to effect the objects of Government. Strict orders have also been given to use every effort to preserve peace with the Indians, and impress them favorably with our character; and it affords me much pleasure to state to the committee that the conduct of Colonel Atkinson, (who has received every aid in the Indian Department from Major O'Fallan, the agent,) and Colonel Leavenworth, the former of whom commands the troops on the Missouri, and the latter those on the Mississippi, as well as that of their officers and men, has been very satisfactory, and has fully justified the confidence reposed in them. There is every reason to expect that, under their judicious conduct, the posts will be established and maintained without exciting the hostility or jealousy of the Indians.

I have the honor to be your most obedient servant,

J. C. CALHOUN.

Hon. A. SMYTH, *Chairman of the Committee on Military Affairs.*

C.

SIR: ADJUTANT AND INSPECTOR GENERAL'S OFFICE, *December* 21, 1819.

I have the honor to lay before you an abstract return of the army by regiments and corps, and a return by posts, taken from the last returns on file in this office.

When the returns due at the close of this year are received at this office I shall be able to present a more perfect report of the army.

I have the honor to be, sir, with perfect respect, your obedient servant,

D. PARKER, *Adjutant and Inspector General.*

To the SECRETARY OF WAR.

ADJUTANT AND INSPECTOR GENERAL'S OFFICE, *November* 30, 1819.

Strength of the army of the United States, by regiments and corps, taken from the last returns on file in this office.

Divisions.	Regiments and corps.	Commiss'd officers.	Non-commissioned officers and privates.	Aggregate.	Remarks.
North Division.	General staff,	42	-	42	Head-quarters, Brownville, New York.
	Regiment of light artillery,	41	585	626	Head-quarters, Boston, Massachusetts.
	First battalion, corps of artillery,	19	380	399	Head-quarters, Baltimore, Maryland.
	Second battalion, corps of artil'y,	18	401	419	Head-quarters, Fort Constitution, Portsmouth, New Hampshire.
	Third battalion, corps of artil'y,	19	350	369	Head-quarters, Fort McHenry, Baltimore, Md.
	Fourth battalion, corps of artil'y,	13	276	289	Head-quarters, New York harbor. No return of Stockton's company; not included in aggregate.
	Second regiment of infantry,	35	675	710	Head-quarters, Sackett's Harbor, New York.
	Third regiment of infantry,	32	377	409	Head-quarters, Fort Howard, Green Bay.
	Fifth regiment of infantry,	33	381	414	Head-quarters, Prairie du Chien, Missouri.
	Total,	252	3,425	3,677	
South Division.	General staff,	54	-	54	Head-quarters, Nashville, Tennessee.
	First battalion, corps of artillery,	22	216	238	Head-quarters, Charleston harbor, S. Carolina.
	Second battalion, corps of artil'y,	23	237	260	Head-quarters, Norfolk, Virginia.
	Third battalion, corps of artil'y,	18	336	354	Head-quarters, New Orleans, Louisiana.
	Fourth battalion, corps of artil'y,	19	235	254	Head-quarters, Huntsville, Alabama territory.
	First regiment of infantry,	33	344	377	Head-quarters, Baton Rouge, Louisiana.
	Fourth regiment of infantry,	37	532	569	Head-quarters, Montpelier.
	Sixth regiment of infantry,	34	460	494	On Missouri river.
	Seventh regiment of infantry,	34	199	233	Head-quarters, Fort Scott, Alabama.
	Eighth regiment of infantry,	20	400	420	Head quarters, near New Orleans.
	Rifle regiment,	24	608	632	On the Missouri river.
	Military convicts,	-	107	107	Near New Orleans.
	Total,	316	3,676	3,992	
	Aggregate by regiments and battalions,	568	7,101	7,669	
	Engineer Department,	18	102	120	Academic staff and cadets not included.
	Ordnance Department,	41	354	395	
	Army aggregate,	627	7,557	8,184	

NOTE.—Although the recruiting service has generally been successful, this return exhibits an aggregate of several hundred less than those of preceding quarters. This may be explained by the following considerations: The terms of the last of the war men, many of whom were enlisted in 1814, expire about this time; to which must be added the unusual number of desertions, (from one regiment they have exceeded one hundred men in six months.) To balance this, however, there are more than six hundred recruits on their march to join, which, together with detachments not included in the monthly returns made at the head-quarters of regiments and corps, and the recruits at different rendezvous, will, it is believed, make the aggregate of the army 9,000 at the close of this year.

Distribution of the army of the United States, showing the strength of posts and garrisons.

DIVISION OF THE NORTH—MAJOR GENERAL BROWN, COMMANDING.

Departments.	Fortifications, &c.	Commanding officers.	Regiments and corps.	Aggregate.	Where situated, &c.
Department No. 2.	Fort Sullivan,	Lieutenant Brent,	Detachment 2d bat. art.	25	Eastport, Passamaquoddy, Maine.
	Fort Preble, / Fort Scammell,	Major Crane,	1 company 2d battalion art.	103	Portland harbor, Maine.
	Fort McClary, / Fort Constitution,	Lieut. Col. Walback,	2 companies 2d bat. art.	199	Kittery, Maine, and Portsmouth, New Hampshire.
	Fort Sewall,	Captain Leonard,	1 company light artillery,	56	Marblehead, Massachusetts.
	Fort Independence, / Fort Warren,	Lieut. Col. Eustis,	5 companies light artillery,	360	Boston harbor, Massachusetts.
	Arsenals,	Captain Talcott,	Detachment ordnance,	35	Charlestown & Watertown, Mass.
	Fort Wolcott, / Fort Adams, / Fort Green, / Battery at the Dumplins, / Fort Hamilton,	Captain Eastman,	2 companies light artillery,	106	Newport harbor, Rhode Island.
	Fort Griswold, / Fort Trumbull,	Captain McDowell,	1 company light artillery,	82	New London, Connecticut.
			Aggregate Depart. No. 2,	986	
Department No. 3.	Fort Columbus, / Castle Williams, / Fort Lewis, / Fort Wood, / Fort Gibson, / Castle Clinton, / Humbert battery, / Fort Gansevoort,	Lieut. Col. House,	3 companies 4th bat. & 1st comp. 2d bat. artillery,	413	New York harbor, New York.
	Arsenal,	Captain Hayden,	Detachment ordnance,	24	New York city, New York.
	Post,	Major Thayer,	1 comp. bombardiers, &c.	110	West Point, New York.
			Aggregate Depart. No. 3,	547	
Department No. 4.	Fort Mifflin,	Captain Mountfort,	1 company 3d battalion art.	78	Delaware river, Pennsylvania.
	Arsenal,	Captain Rees,	Detachment ordnance,	30	On the Schuylkill and Frankford creek, Pennsylvania.
	Arsenal,	Major Woolley,	Detachment ordnance,	63	Pittsburg, Pennsylvania.
	Fort McHenry,	Colonel Hindman,	1 company 3d battalion art.	105	Near Baltimore, Maryland.
	Arsenal,	Lieutenant Baden,	Detachment ordnance,	31	Near Baltimore, Maryland.
	Fort Madison, / Fort Severn,	Lieutenant Andrews,	1 company 3d battalion art.	107	Annapolis, Maryland.
	Fort Washington,	Lieutenant Ansart,	1 company 3d battalion art.	80	On the Potomac, near Alexandria.
			Aggregate Depart. No. 4,	494	
Department No. 1.	Plattsburg	Lieut. Col. Pinkney,	3 companies 2d infantry,	252	New York.
	Sackett's Harbor,	Colonel Brady,	2d infantry, 6 companies,	381	New York.
	Fort Pike,	Captain Helleman,	1 company 1st bat. artil'ry,	118	New York.
	Nort Niagara,	Lieutenant Loud,	1 company 1st bat. artil'ry,	95	Niagara, New York.
	Greenbush,	Major Worth,	2d infantry, 1 company,	77	New York.
	Arsenal,	Captain Welsh,	Detachment ordnance,	17	Rome, New York.
	Arsenal,	Major Dalaby,	Detachment ordnance,	68	Watervliet, New York.
			Aggregate Depart. No. 1,	1,008	
Department No. 5.	Detroit,	Major Chunn,	1 comp. 1st bat. art. and 2 companies 3d infantry,	204	Michigan territory.
	Mackinack,	Lieut. Col. Lawrence,	Corps art. 1 bat. & 3d inf.	208	
	Fort Howard,	Colonel Smith,	3d infantry, 4 companies,	158	Green Bay.
	Fort Dearborn,	Captain Baker,	3d infantry, 2 companies,	84	Chicago.
	Prairie du Chien, / Mouth of river St. Peter's, / Fort Armstrong,	Lt. Col. Leavenworth,	5th regiment of infantry,	414	Rock river.
			Aggregate Depart. No. 5,	1,068	
			Strength of North Division,	4,083	

Distribution of the army of the United States, showing the strength by posts and garrisons.

DIVISION OF THE SOUTH, COMMANDED BY MAJOR GENERAL JACKSON.

Departments.	Fortifications, &c.	Commanding officers.	Regiments and corps.	Aggregate.	Where situated, &c.
Department No. 6.	Arsenal,	Captain Nelson,	Detachment ordnance,	42	Greenleaf's Point, Washington City.
	Fort Nelson,	Lieut. Col. McRea,	Corps art. 2d bat. H. Q.	93	Norfolk, Virginia.
	Fort Norfolk,	Captain Lomax,	1 comp. corps art. 2d bat.	59	Norfolk, Virginia.
	Craney Island,	Lieutenant Harrison,	1 comp. corps art. 2d bat.	50	Norfolk, Virginia.
	Arsenal,	Lieutenant Hills,	Detachment ordnance,	43	Richmond, Virginia.
	Fort Johnson,	Lieutenant Galt,	1 comp. corps art. 2d bat.	58	Smithville, North Carolina.
			Aggregate Depart. No. 6,	345	
Department No. 7.	Fort Johnston, Castle Pinkney, Fort Moultrie, Fort Mechomic,	Major Bankhead,	2 companies 1st battalion artillery, head-quarters,	157	Charleston harbor, South Carolina.
	Arsenal,	Captain Margart,	Ordnance,	1	Charleston, S. C., no enlisted men.
	Fort Jackson,		7th infantry,	7	Savannah, Georgia.
	Fernandina,	Captain Payne,	Detachment 1st bat. art.	44	Amelia Island.
	Cantonment,	Major Burd,	Detachment 4th & 7th inf.	362	Trader's Hill, Georgia.
			Aggregate Depart. No. 7,	571	
Department No. 8.	Fort Montgomery,	Captain Montgomery,	7th infantry,	14	Between Alabama river and Bear creek, Alabama territory.
	Fort Gaines,	Lieutenant Branch,	7th infantry,	15	Sixty miles N. W. from Fort Scott.
	Fort Scott,	Captain Clinch,	7th infantry,	149	On Flint river, Georgia.
	Fort Gadsden,	Major Fanning,	4th bat. art. 2 companies,	155	East side of Appalachicola river.
	Fort St. Marks,		7th inf. late 4th infantry,	31	Mouth of St. Mark's river, E. F.
	Camps Gibson and Young,	Major McIntosh,	8th infantry, & 1 comp. 4th battalion artillery,	479	North and south end military road.
	Montpelier,	Major Dinkins,	4th infantry,	169	
	Fort Crawford,	Captain Melvin,	4th infantry,	39	Mouth of the Escambia.
	Fort Charlotte,		1 comp. 3d bat. corps art.	84	Mobile, Alabama territory.
	Fort St. Philip,	Major Humphreys,	1 comp. 3d bat. corps art.	103	
	Fort St. John,		1 comp. 3d bat. corps art.	79	
	Depot,	Lieut. Symington,	Detachment ordnance,	8	Near New Orleans.
	Ripley barracks,	Major Swett,	1 company 3d bat. artillery,	84	Near New Orleans.
	New Orleans,	Major Many,	Head-quarters, 3d bat. art.	4	Louisiana territory.
	Baton Rouge,	Captain Chotard,	1st infantry,	212	Louisiana territory.
	Red river,	Captain Coombs,	1st infantry,	56	
	Camp Sabine,	Lieutenant Spencer,	Detachment 1st infantry,	105	Sabine river.
			Military convicts,	107	Near New Orleans.
			Aggregate Depart. No. 8,	1,893	
Department No. 9.	Arsenal,	Lieutenant Ward,	Detachment ordnance,	7	Newport, Kentucky.
	Camp on the Missouri,	Colonel Atkinson,	6th regiment infantry, and rifle regiment,	1,120	On the Missouri river.
			Aggregate Depart. No. 9,	1,127	
			Strength of South Division,	3,936	

RECAPITULATION.

Strength of North Division,	4,083	By Posts.
Strength of South Division,	3,936	
Aggregate of the army,	8,019	

ADJUTANT AND INSPECTOR GENERAL'S OFFICE, *November* 30, 1819.

Taken from the last returns on file in this office.

D. PARKER, *Adjutant and Inspector General.*

16th Congress.] No. 178. [1st Session.

NUMERICAL FORCE OF THE ARMY IN EACH YEAR SINCE 1814.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, JANUARY 3, 1820.

War Department, *December* 31, 1819.

Sir:

Conformably to a resolution of the House of Representatives of the 28th instant, requiring this Department to report the aggregate amount of the military peace establishment actually in service for each and every year since 1815, designating the number of officers, non-commissioned officers, musicians, and privates, I have caused an abstract of the general returns to be prepared, which is herewith respectfully transmitted.

I have the honor to be, sir, your obedient servant,

J. C. CALHOUN.

To the Speaker *of the House of Representatives, Capitol.*

Adjutant and Inspector General's Office, *December* 31, 1819.

Abstract from the annual general returns of the army since the peace, in 1815, *showing the number of officers, non-commissioned officers, musicians, and privates, in each year, as reported by the latest returns received at this office, at the close of each year.*

RETURNS.	Commissioned officers.	Non-commissioned officers.	Musicians.	Privates.	Aggregate.
December, 1815, - - - -	638	1,109	325	7,341	9,413
December, 1816, - - - -	726	1,071	356	7,871	10,024
December, 1817, - - - -	640	923	320	6,338	8,221
December, 1818, - - - -	644	887	306	5,839	7,676
December, 1819, (from the last returns,) -	641	826	326	6,295	*8,688
Recruits on their march to join, - -				600	

Note.—These returns show the number of troops on duty with their corps at the several periods; but it must be observed that the number is constantly fluctuating, by discharges, casualties, and enlistments; the actual number being greater than can be returned at any given day; it being impracticable to show, by a general return of the army, of any period, all the previous casualties.

D. PARKER,
Adjutant and Inspector General.

* Some of the returns of this year bear date several months back; and it is known that more than six hundred recruits are on their march to join, which, together with the several detachments and recruiting parties not included, makes an estimated aggregate, at the close of this year, of *nine thousand.*

16th Congress.] No. 179. [1st Session.

EXECUTIONS AND OTHER PUNISHMENTS ILLEGALLY INFLICTED IN THE ARMY SINCE THE YEAR 1815.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, JANUARY 10, 1820.

Washington, *January* 8, 1820.

To the House of Representatives of the United States:

In compliance with a resolution of the House of Representatives of the 14th December, 1819, requesting me "to cause to be laid before it any information I may possess, respecting certain executions which have been inflicted in the army of the United States, since the year 1815, contrary to the laws and regulations provided for the government of the same," I transmit a report from the Secretary of War, containing a detailed account in relation to the object of the said resolution.

JAMES MONROE.

SIR: WAR DEPARTMENT, *January* 6, 1820.

I have caused the records of this Department to be examined for all the information it possesses "respecting certain executions or other punishments which may have been inflicted in the army, since the year 1815, contrary to the laws and regulations provided for the government of the same," conformably to a resolution of the House of Representatives of December 14, 1819; and I now have the honor to state, that, as soon as it was reported to this Department that "Colonel King, of the fourth infantry, while commanding at Pensacola, had given orders to shoot down deserters if found within the limits of Florida," I directed the enclosed order, marked A, to be sent to him. His answer to this order was received during my absence last summer. The colonel reported that such order had been given by him, and that it was given in conformity with the established usage of service, when other means of checking desertion, which had become so frequent as to threaten the total reduction of the force under his command, had failed. He also stated that no deserter was shot during his command; but that the order was kept up by his successor, and that a man was shot by the party sent in pursuit of him. The colonel's report was made the basis of a military investigation.

The enclosed orders, marked B and C, were issued by this Department on the 10th of August, and, by the last reports, the general martial were still in session, on the 4th of December, at Cantonment Montpelier, in Alabama.

It was also reported to this Department, in August last, that a commissioned officer at West Point had improperly punished several soldiers by flogging. Major Thayer, the commanding officer at that post, was immediately ordered to inquire into and report the facts. His inquiry established the fact of whipping, without trial; on which the enclosed order, marked D, was issued, and no further complaints have been made. All the other cases which are known to this Department are found among the records transmitted after they have been acted on by the commanding generals, "to the end that the persons entitled thereto may be enabled, upon application, to obtain copies thereof," and are embraced in the report of the Adjutant and Inspector General herewith enclosed, marked E.

I have the honor to be, very respectfully, your obedient servant,

J. C. CALHOUN.

To the PRESIDENT OF THE UNITED STATES.

A.

SIR: ADJUTANT AND INSPECTOR GENERAL'S OFFICE, *March* 29, 1819.

It has been reported to the War Department, from a source entitled to credit, that since you have had the command in Florida, and at Pensacola, "*orders have been given to the military to shoot down deserters, if found within the limits of Florida; and that such orders emanated from Colonel King, military commandant, and have accordingly been executed.*

The Secretary of War directs, that you forthwith make a particular and detailed report, stating the orders, by whom given, by whom executed, on whom executed, and the time when executed; with such other facts as you may deem important on this subject.

I have the honor to be, sir, your obedient servant,

D. PARKER,
Adjutant and Inspector General.

Colonel WILLIAM KING, *4th inf., Tensaw Post Office, Alabama.*

B.

SIR: ADJUTANT AND INSPECTOR GENERAL'S OFFICE, *August* 10, 1819.

The commanding general of the south division has, this day, been ordered to detail and organize a general court-martial for the trial of Colonel William King, of the fourth infantry. You will, therefore, relieve Colonel King in his command, put him in arrest, and direct him to remain at such place as you shall deem most convenient, to meet the orders of the general of division. You will report his arrest and station to General Jackson as soon as practicable.

By order: D. PARKER,
Adjutant and Inspector General.

Major General GAINES, *United States Army, Augusta, Georgia.*

C.

Extract of a general order, dated

ADJUTANT AND INSPECTOR GENERAL'S OFFICE, *August* 10, 1819.

GENERAL ORDER.

The commanding general of the south division will detail and organize a general court-martial, as soon as practicably consistent with the interest of the service, for the trial of Colonel William King, of the fourth infantry. Such charges, documents, and communications as the War Department possess, are herewith transmitted, to be put into the hands of the judge advocate of the south division, or such officer as may be detailed for that duty, in case he cannot attend the court.

D.

SIR: ADJUTANT AND INSPECTOR GENERAL'S OFFICE, *September* 30, 1819.

The President directs me to state that he has examined your report of the 2d instant, and the several communications referred to, relative to the troops attached to your command.

The corporal punishment inflicted on the men at West Point, being contrary to law, is not justified by the reasons given for it. It is a cause of much regret to see an officer of merit and discernment give his sanction to a

proceeding so highly improper. If evils attain an alarming height, they should be stated to the Department, that such remedies as the laws authorize, and the means of the Government are equal to, may be applied to them, but in no case should an officer take the remedy into his own hands, especially in a manner positively prohibited by law.

These acts are disapproved, and the President directs that you prevent their recurrence.

I have the honor to be, sir, your obedient servant,

D. PARKER,
Adjutant and Inspector General.

To Major S. THAYER, *Sup. Military Academy, Com. West Point, N. Y.*

E.

SIR: ADJUTANT AND INSPECTOR GENERAL'S OFFICE, *January* 3, 1820.

On your order, requiring me to state all "executions, or other punishments which may have been inflicted in the army since the year 1815, contrary to the laws and regulations for the government of the same," if any such are known to have occurred, all the proceedings of court-martials, on file in this office, have been referred to; from which I have made the extracts herewith enclosed.

A general court martial, ordered by General Gaines, in February, 1816, sentenced a soldier to receive *fifty cobs, or lashes, on his bare skin.* This sentence was confirmed, but, by the orders of the general in other cases, of which extracts are enclosed, pointedly disapproving whipping, it appears that he makes a distinction between *cobs* and "*stripes and lashes,*" which last are only mentioned in the act of May 16, 1812, repealing a part of the eighty-seventh article of the rules and articles of war.

It also appears, that, soon after the peace, two general courts-martial, ordered by General Macomb, sentenced several soldiers to receive *fifty lashes each*, which sentences were approved by the general, and ordered to be carried into effect. As such sentences have not since occurred, it is presumed that an impression prevailed in that command, at that time, that the act fixing the peace establishment, by generally repealing the laws enacted during the late war, restored the provision which authorized punishments by stripes and lashes before the war.

These are the only cases I have been able to find on the records; and it will be observed that all, except that of Major McGlassin, were within the jurisdiction of the commanding generals, and never came up to the War Department, but as a place of deposite for the records of courts, "to the end that the persons entitled thereto may be enabled, upon application, to obtain copies thereof." In this case the sentence of the court was approved by the President, and the major was accordingly dismissed the service.

I have the honor to be, sir, with perfect respect, your obedient servant,

D. PARKER,
Adjutant and Inspector General.

To the SECRETARY OF WAR.

Extracts.—From the proceedings of Courts-Martial, since the peace in 1815, *on file in the Adjutant and Inspector General's Office.*

It appears, by the record of a general court-martial, held at Detroit, on the 11th of September, 1816, that Lieutenant Dake, of the fifth infantry, was charged with, and found guilty of, "flogging John Meldrum," a private of Captain Pelham's company, and sentenced to be "reprimanded in general orders."

It appears, by the original record of a general court-martial, held at Montpelier, in April, 1817, that privates Samuel Dean and J. V. Mounce were both severely whipped, by order of their commanding officer, after having been brought in from desertion, for having fired on the party which was sent in pursuit of them; the fact of which was substantiated by evidence.

Extract from the order of Major General Gaines, in which he approved the sentence.

[They were found guilty of desertion, and sentenced to hard labor.]

The general takes this occasion to observe, that the punishment of a prisoner, before trial, beyond what may be unavoidable, in putting on irons and keeping him in close confinement, is irregular, and cannot be tolerated.

Thomas Coles, a matross of company "F," regiment of light artillery, was tried by a general court-martial, in December, 1817, on the following charge, viz:

"Making a false and malicious complaint against Captain George N. Morris, regiment of light artillery, to Lieutenant Colonel Abraham Eustis, on the 22d of November, 1817."

GEORGE N. MORRIS, *Capt. Lt. Artillery.*

To which the prisoner pleaded not guilty.

Lieutenant Colonel ABRAHAM EUSTIS, being sworn, testified, in relation to the charge exhibited against the prisoner, as follows:

On the 22d of the last month, the prisoner came to my office, and stated that Captain Morris had been beating him. Perceiving that he was very much irritated at the moment, I would not listen to his complaint, but directed him to come to me immediately after guard mounting the next morning; at that hour I sent for Captain Morris, to be present to hear the complaint. The prisoner came at the appointed hour. He then stated to me, in the presence of Captain Morris, that he (Captain Morris) had beaten him very severely with a club, and, I think, said he had knocked out, or loosened, all the teeth on one side of his head. I questioned him as to the provocation given for such treatment; he denied any disrespect in his conduct, and said, he had merely objected to receiving a great coat which had been branded on the back. I read to him the article, among the rules and articles of war, which relates to complaints made by soldiers against their commanders, in order to inform him of the course necessary for me to pursue. Captain Morris denied the statement made by the prisoner, and the complaint not being withdrawn, the subject was referred to a regimental court-martial; from the decision of which the prisoner appealed.

Captain MORRIS, being sworn, testified as follows:

On the evening of the 22d of November, 1817, I ordered the orderly sergeant to march the company to my quarters, to receive the great coats. The company was paraded directly in front of my quarters, the orderly sergeant and one of the men, the inside. The fixed numbers were then called, for the men to receive their great coats; when the prisoner's name was called, he came to receive his coat, immediately went out, and was gone about two minutes; he then rushed into my quarters, came very near me, appeared much agitated, and asked me if that was the coat he had paid for the last pay day. I told him it was. What, said he, holding the coat out, marked in that way? Yes, said I, repeating his words, marked in that way! I told him to take the coat and be off; he spitefully threw the coat down, and said, he would be *damned* if he would take it, or accompanied the act with some oath; said he would as willingly be branded on the forehead as on the back, and was going out of the door. I ordered him into the next room; he refused. I clinched him, and pulled him into the room; I ordered him to pull off his coat, which he refused to do. I took a small stick, about two feet long, half an inch thick, and from an inch and a half to two inches wide, and struck him two or three times. He was then pulling the coat off, and offered to take the great coat, if I would not strike him again, which I did not do, when I found he meant to obey me. I then told him to take his great coat and go to his quarters. He did so.

The court find the prisoner guilty of the charge exhibited against him, and sentence him to be confined to the black hole on bread and water for thirty days, and one year to hard labor, with a ball and chain attached to his leg.

Extract from the "Department order" of General Miller, on the foregoing case.

The commanding general disapproves the proceedings in the case of Thomas Coles, a matross of the regiment of light artillery, and directs that he be released from confinement, and returned for duty.

It appears, from the records of a general court-martial, convened at Plattsburg, New York, for the trial of Brevet Major George McGlassin, of the sixth infantry, on the 23d February, 1818, that said Major McGlassin was charged with, and found guilty of, "unnecessarily and cruelly whipping soldiers, of his company," and sentenced to be "cashiered," which was approved by the President.

It appears, by the original proceedings of a general court-martial, held in the harbor of Boston, in November, 1818, that Joseph Ham, a private of the fifth infantry, was arraigned on a charge for desertion, and pled as follows, viz:

The prisoner pleaded guilty. The prisoner pled in justification of the crime, that he had been compelled, by cruel and illegal punishment, to desert, and called on Sergeant William Kelly to prove the fact; who was accordingly cited before the court and duly sworn.

Question. Do you know any thing of the prisoner's receiving, prior to his desertion, severe or cruel punishment?

Answer. Yes. The prisoner, a short time previous to his desertion, being suspected of writing some observations relative to the soldiers not receiving their pay, was severely flogged for two or three mornings in succession; he was flogged with a raw hide, fifty or sixty lashes at a time, and was threatened with a repetition of the punishment until he would acknowledge the offence; during which time he was kept in close confinement, from which he at length escaped.

Question by the court. By whose order was he thus punished?

Answer. By order of Captain Foster, of the fifth infantry.

Question. Were you then stationed at Detroit?

Answer. I was, and was quarter-master-sergeant of the regiment.

Question. What was the prisoner's character before this?

Answer. His character was very good.

The court, after mature deliberation in the case of Joseph Ham, find him guilty, and do sentence him to hard labor, with a twelve pound ball and chain attached to his leg, during his term of enlistment, and make good the time lost by desertion. But in consequence of mitigating circumstances appearing to the court in favor of the prisoner, the court recommend him to the commanding general for a full pardon.

Extract of the "Department order" of General Porter, on the foregoing case.

The sentence of the court in the case of Joseph Ham is remitted; he will return to duty.

It appears by the record of a general court martial, held at Trader's hill, Georgia, in August, 1819, that John Best, Claudius Thornton, Benjamin Brandige, Jacob Betiz, and Hiram Atkins, all privates of the United States' army, were severally tried by said court, for desertion, and proved on trial that they had been flogged (after being apprehended,) for desertion, without a trial, and severally pled that they "*had once been punished and should not be punished twice for the same offence.*

They were severally found guilty of desertion, and sentenced to hard labor.

Extract from the order of Major General Gaines, in which he approved the sentences in the preceding cases.

The commanding general is constrained by a sense of duty to protest against the gross irregularity which is evident from the testimony in the cases of the prisoners, previous to their trial. It appears that they were *severally flogged* by the orders of *commissioned officers*, without the least shadow of authority, in open contempt and defiance of law, and who have not only usurped the powers of courts-martial, which alone have the authority of awarding punishment, but have ordered the infliction of punishments which no military tribunal has power to award. A prisoner in actual confinement may, if disorderly, be ironed, and even chained to a block, but no conduct of his can justify his receiving a blow, nor can he be otherwise punished until regularly tried and convicted.

A repetition of such unauthorized punishments will be immediately followed by the arrest of the officer ordering it.

16th Congress.] No. 180. [1st Session.

CLOTHING THE ARMY WITH DOMESTIC FABRICS.

COMMUNICATED TO THE SENATE, JANUARY 11, 1820.

To the Senate of the United States: WASHINGTON, *January* 8, 1820.

In compliance with a resolution of the Senate, of the 20th of January, 1819, requesting me "to cause a report to be laid before them at their next session of such facts as may be within the means of the Government to obtain, showing how far it may be expedient, or not, to provide by law for clothing the army with articles manufactured in the United States," I transmit a report from the Secretary of War, which, with the accompanying documents, comprehends all the information required by the Senate in their resolution aforesaid.

JAMES MONROE.

DEPARTMENT OF WAR, *January* 7, 1820.

The Secretary for the Department of War, to whom the resolution of the Senate of the 20th of January, 1819, was referred, requesting the President of the United States "to cause a report to be laid before the Senate, at their next session, of such facts as it may be within the means of the Government to obtain, showing how far it may be expedient, or not, to provide by law for the clothing of the army with articles manufactured in the United States," has the honor to transmit, herewith, a report of the Commissary General of Purchases, comprehending the details of the subject upon which information is requested.

From this report it appears that the clothing of our army, with the exception of blue cloths and blankets, is made of domestic fabrics. It also appears, by the statement of the Commissary General of Purchases, that to purchase blue cloths or blankets of domestic manufacture would add considerably to the expense of clothing the army, and that these articles of domestic fabric are inferior in quality to those of the foreign.

To the PRESIDENT OF THE UNITED STATES.

SIR: COMMISSARY GENERAL'S OFFICE, PHILADELPHIA, *June* 3, 1819.

Your letter of the 29th of March last, covering a copy of a resolution of the Senate of the 20th of January, relative to clothing the army with domestic fabrics, was duly received, and would have been answered earlier but for your known absence from the seat of Government, and a belief that no inconvenience would result by deferring a reply for a short time; on the contrary, that the commerce and business of the country, generally, would become more settled, and I should thereby have it in my power to answer your inquiries more satisfactorily, and in manner more to be relied upon, as regards the future. In the latter expectation I have been disappointed, and cannot think of deferring my answer longer.

I have now the honor to transmit, herewith, a statement which exhibits the total of each article, and of the materials necessary to have made the different articles constituting an annual suit, or supply of military clothing, with the prices annexed, distinguishing those of foreign from those of domestic fabric.

In forming this statement, I have estimated for the number of men requisite to complete the regiments and corps to the establishment as authorized by law.

This statement shows that but a small sum annually has been expended in the purchase of foreign, compared with the disbursements on account of domestic fabrics, and I think will be admitted as conclusive evidence that American manufactures have received all the encouragement from me, as agent of the War Department, which could, or ought to have been afforded them, consistently with my duty as an officer, and the instructions under which I have acted; and I embrace this opportunity of remarking that, if equal encouragement has been given by other Departments to domestic fabrics, no just ground of complaint, for want of suitable protection, can exist against Government on the part of manufacturers.

The statement exhibits also a comparative view of the cost of blankets and blue cloths of domestic and foreign fabric, the only articles, or materials for clothing, (threads and a few pieces of scarlet cloth excepted,) which have been procured, in part, of foreign manufacture, for several years past.

The foreign blankets are large, heavy, and excellent; were made to order. Such three and three and a half point blankets as are usually imported could be purchased at much lower prices than have been paid for blankets; but they are light, flimsy, and altogether unsuitable for army purposes.

The foreign blue cloths purchased are also made to order; are stout, well manufactured, durable, and uniform in color to a shade. Cloths of inferior quality, light, and wanting perfect uniformity of color could be purchased considerably lower in the market; but such are not suitable for the army.

The domestic blankets are also large, heavy, and well made. The only objection to them is, that the nap is not sufficiently raised upon them, but this defect is attributable to the short staple of American wool. Very little wool is grown in our country which is altogether calculated for blanketing.

The domestic blue cloths are durable and very well manufactured. They are, however, defective in their finishing and dying, and want uniformity of color; on which account objections have been made to them by officers of the army. These defects are lessening annually, and, in a short time, I am of opinion, will be entirely remedied.

All other articles and materials embraced in the statement are of domestic origin and fabric, and I doubt whether they could be procured of equally good quality, of foreign fabric, on so much more favorable terms as would be any object, than they can now be purchased at.

A very material difference in the relative cost of domestic and foreign goods may take place in the course of a few months, and before the next meeting of Congress, and, if so, I will not fail to apprize you of it. My estimate for 1820 will be transmitted early enough to enable me to communicate such additional information as I may receive resulting from those anticipated changes.

The domestic kerseys, the principal article of wool for army clothing, have been brought to high perfection; and I feel confident that foreign kerseys of equal quality with the domestic cannot be imported at a less price than is paid for the latter

Admitting for the moment that purchasing officers, who are subject to the orders of the War Department, have neglected to afford suitable encouragement to domestic manufactures, I doubt both the expediency and necessity of making it obligatory, by law, on the War Department to cause the army to be clothed with articles manufactured in the United States, exclusively. I doubt the expediency of the measure because the manufacturers who are now engaged in making cloths for Government experience considerable difficulty in procuring wool of suitable kind, and in sufficient quantities, at fifty cents per pound; and if any occurrence shall occasion an increased demand for domestic coarse woollen fabrics, there will be a deficiency of American wool for a few years to come, and the prices of army materials must be greatly advanced in consequence. Add to this a desire felt by most men to promote their interests when an opportunity to do so may offer, and from which feeling, it is to be presumed that manufacturers are not exempt; and, I think, we may reasonably conclude that, if it shall be made obligatory to clothe the army in domestic fabrics, exclusively, the expenses of the Government will be considerably increased in the procurement of clothing.

I doubt the necessity of the measure, because if true policy dictates the propriety of clothing the army exclusively with materials of domestic manufacture, the order of the Secretary of War, whose station and means of acquiring information enables him to decide the question most correctly, will at once accomplish the object, without the aid of a law upon the subject.

Of the policy of the proposed law, I have given you my opinion so fully in a former communication that I will not trouble you with additional remarks on that head now.

Friendly as I am, and have ever been, to domestic manufactures, and, as I trust, is clearly evinced by the accompanying statement, I consider it to be my duty to communicate to the Department of War my decided conviction, (the result of experience during the late war,) that, should our intercourse with European nations be cut off, or rendered precarious by war, or should our imports be lessened or prohibited, in certain articles, by the measures of our own Government, with a view of affording protection to domestic fabrics, it is upon manufacturers who are engaged on a small scale and with very limited capitals we must rely for materials with which to clothe the army, as was pretty much the case during the last war; and not upon manufacturers having extensive establishments, with machinery got up originally, and calculated only, for making the finer cloths; who are, and have been since the peace, desirous to engross all the public contracts, but who, during the war, with two or three exceptions, when the finer cloths commanded very high prices and great profits, would not make a yard of cloth for our suffering troops, and who, by the by, under similar circumstances, would turn their attention to the fabrication of that article by which they could realize the largest profit.

I have the honor to be, sir, with great respect, your most obedient servant,

CALLENDER IRVINE, *Commissary General.*

J. C. Calhoun, Esq., *Secretary of War.*

P. S. There is but one blanket manufactory in the United States that I know any thing of. The proprietor of it informed me that he met with no encouragement, excepting that received from this Department, and that the obstacles were so numerous he feared he would be obliged to abandon the establishment. Wool is not grown in this country yet, either of proper kind, or in sufficient quantities, to justify a reliance wholly on American made blankets for the army, even in time of peace.

Statement exhibiting the materials, &c. required for army clothing for the year 1819, *presuming the army for that year will embrace twelve thousand seven hundred and eighteen men, privates, musicians, and non-commissioned officers.*

Articles.	Price.	Amount.	Remarks.
10,630 leather caps, with trimmings complete,	$2 18	$23,173 40	Domestic.
1,548 leather caps, with trimmings complete,	2 30	3,560 40	Domestic.
36,534 pairs of shoes,	1 40	51,147 60	Domestic.
24,356 pairs of stockings,	52	12,665 12	Domestic.
24,356 pairs of socks,	27	6,576 12	Domestic.
12,178 blankets,	3 00	36,534 00	Part foreign, part domestic.
12,178 leather stocks,	16½	2,009 37	Domestic.
6,024 worsted wings,	30	1,807 20	Domestic.
2,534 worsted epaulets,	40	1,013 60	Domestic.
42,623 yards 6-4 kersey for great coats,	1 70	72,459 10	Domestic.
63,934 yards 3-4 kersey for jackets and grey overalls,	85	54,343 90	Domestic.
30,445 yards 3-4 kersey for white overalls,	80	24,356 00	Domestic.
60,890 yards 3-4 drilling for overalls (cotton,)	31	18,875 90	Domestic.
73,068 yards 7-8 muslin for shirts (cotton,)	25	18,267 00	Domestic.
73,068 yards 7-8 flannel for shirts,	45	32,880 60	Domestic.
68,364 yards 7-8 cotton drilling for fatigue,	33	22,560 12	Domestic.
4,704 yards 7-8 cotton drilling for riflemen,	38	1,787 52	Domestic.
9,134 yards 6-4 black cloth for gaiters,	2 45	22,378 30	Domestic.
813 yards 6-4 blue cloth for sergeants,	3 00	2,439 00	Foreign.
496 yards 6-4 red cloth for musicians,	4 00	1,984 00	Domestic, except for N. C. staff.
15,769 yards 6-4 blue cloth for privates,	2 50	39,422 50	Part foreign, part domestic.
63 yards 6-4 grey cloth for sergeants,	3 00	189 00	Domestic.
33 yards 6-4 grey cloth for musicians,	2 50	82 50	Domestic.
1,080 yards 6-4 grey cloth for privates,	2 50	2,700 00	Domestic.
18,267 yards 3-4 grey kersey for lining great coats,	55	10,046 85	Domestic.
7,339 pounds—4,417 pounds thread, 2,922 pounds cotton,	1 00	7,339 00	Thread foreign, cotton domestic.
3,659 gross infantry coat buttons,	70	2,498 30	Domestic.
2,656 gross infantry vest buttons,	40	1,062 40	Domestic.
3,494 gross yellow coat buttons,	2 00	6,988 00	Domestic.
2,496 gross yellow vest buttons,	1 00	2,496 00	Domestic.
66,979 yards muslin for lining,	20	13,395 80	Domestic.
97,502 yards worsted binding,	04	3,900 08	Domestic.
12,178 pairs of gaiter straps,	01	121 78	Domestic.
9,932 yards of worsted cord,	01	99 32	Domestic.
11,376 yards of worsted fringe,	03	341 28	Domestic.
57 yards of velvet,	75	42 75	Foreign.
		$501,543 81	
N. B. The only articles which I have occasionally purchased of foreign fabric or manufacture are blankets, blue cloths, and thread.			
12,718 blankets, domestic, will cost, at $3 each,		36,534 00	
12,718 blankets, British, will cost at $2 90 each, $35,316 20			
Deduct duties, at 15 per cent. 5,297 43		30,018 77	
Difference in favor of foreign blankets,		$6,515 23	
15,769 yards 6-4 blue cloth, at $2 50 / 813 yards 6-4 blue cloth, at $3 00 } domestic will cost		41,861 50	
Same quantity of British cloths, at $2 30, will cost $38,138 60			
Deduct duties at 25 per cent. commission, 9,534 65		28,603 95	
Difference in favor of British cloths,		$13,277 55	

16th Congress.] **No. 181.** [1st Session.

CLOTHING THE MILITIA.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, JANUARY 12, 1820.

Mr. Cannon made the following report:

The Committee on the Militia, to whom was referred the resolution of the House of Representatives, to inquire into the expediency of clothing the militia when called into the service of the United States, or allowing them the amount in money in lieu thereof, have, according to order, had the same under consideration, and have endeavored to bestow on it some of the attention to which the subject is entitled. They believe that the militia is the only sure and safe reliance for the defence of the Government, and that it is the duty of the Congress of the United States to endeavor, by every means in their power, consistent with the provisions of the constitution, to qualify them for the most efficient discharge of that highly important trust. This, however, they think cannot be done, although every other provision respecting their organization and discipline should be adopted, unless at the same time some provision is made, by which they would be enabled to have sufficient clothing to encounter the various

climates and inclement seasons of the United States. The experience of the late war, it is thought, has shown, at least in some parts of our country, that some provision on this subject is necessary; besides, it is worthy of some consideration, that, unless they are furnished clothing, or allowed an equivalent, they will not be on an equal footing, as respects their emoluments, with the regular army; but it is also thought, were the Government to undertake to furnish, it would be attended with much difficulty, and perhaps often disappointment, as well as expense; when, to compel them to furnish themselves with clothing sufficient for the service without compensation would be oppressive on the poorer part of the community. Entertaining this view of the subject, the committee have inclined in favor of making it the duty of the militia, who may be called into the service of the United States, to furnish themselves with sufficient clothing for the term or tours of duty they may be required to perform, and pay them the amount in money in lieu of the same; for which purpose they have reported a bill.

16th CONGRESS.] No. 182. [1st SESSION.

COMPARATIVE VIEW OF ARMY EXPENDITURES SINCE THE REDUCTION IN 1802.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, JANUARY 20, 1820.

SIR: ADJUTANT AND INSPECTOR GENERAL'S OFFICE, *January* 13, 1820.

By your order, I have the honor to lay before you a comparative view of the current expenditures of the peace establishment of the army, since the reduction in 1802, marked A and B.

In making these tables, I have been governed by the appropriation laws of the different years, the various army organizations, the general returns of the army for the same years, and the estimates reported to Congress for 1820.

Although my last general return of the army, printed in a report of the military committee of the House of Representatives, explains pretty fully the data on which I estimate the average army aggregate of this year at ten thousand, it must be observed, that the term of enlistment being five years, the number of discharges after this year will be about one-fifth of the whole force annually, and will require two thousand recruits to keep up the establishment. But, as the number entitled to discharge in 1820 does not exceed three hundred, there having been no enlistments after the peace till 1816, and more than four thousand having been recruited during the last year, it appears the same success would make the army aggregate near thirteen thousand at the close of this year.

From this, however, must be deducted the deaths, desertions, and other casualties. The desertions alone, during the last year, in some regiments, exceeded one-fifth of the whole, and have kept the army far below the organization. A detachment of one hundred recruits, wanting to fill up a regiment, when officers were put on that service, have not, on joining, increased the strength of the corps; thus more men are always paid than can be included in a general return.

I have confined myself, as required, to the peace establishments since 1802; but I do not deem it improper to observe, that, when all Indian wars had been successfully terminated by the troops under General Wayne, there were left in service, besides a regiment of artillerists and engineers, and a squadron of cavalry, four regiments of infantry, which composed the peace establishment of 1797.

I also take the liberty to mention a fact, which may deserve notice, in considering the items of the quartermaster's and medical departments, in the required appropriation for this year. The destructive consequences of the campaign on the Mississippi, in 1809 and 1810, (designated the *Terre au Bœuf campaign*,) were attributed to the want of supplies, officers, and money, in those departments. That campaign was made a subject of investigation by Congress. I have no copy of the documents, but it is distinctly in my recollection that the deficiencies in the quartermaster's and medical departments made a strong point in the defence of the commanding general.

The enclosed tables give a concise view of the expenditures of the peace establishment from 1802, and show distinctly the several organizations since that time. The deductions proposed in the note to the table marked A, show that the army will cost three hundred and two dollars and eighty-eight cents per man, including officers, under the present organization, for the year 1820; more than eighty dollars per man less than for the three years preceding the war, and only ten dollars seven and a half cents per man more than in the earlier period, stated in table B, when every thing was at the minimum, and the men seldom marched out of sight of the garrison where they enlisted, during their five years' service.

I have the honor to be, sir, with perfect respect, your obedient servant,

D. PARKER,
Adjutant and Inspector General.

To the SECRETARY OF WAR.

A.

Comparative view of the army expenditures before the late war, and the required appropriations for the year 1820.

Organization of the army before the late war.				Organization of the army since the peace in 1815.			
Regiments and corps.	Commissioned officers and cadets attached to corps.	Non-commissioned officers, musicians, artificers, and privates.	Aggregate.	Regiments and corps.	Commissioned officers.	Non-commissioned officers, musicians, artificers, and privates.	Aggregate.
General staff,	84	-	84	General Staff,	96	-	96
Engineers,	16	19	35	Engineer Department,	32	21	53
Light artillery,	53	764	817	Ordnance Department,	44	302	346
Light dragoons,	51	613	664	Regiment of light artillery,	46	765	811
Regiment of artillerists,	66	1,522	1,588	Corps of artillery,	168	3,784	3,952
Seven regiments of infantry,	411	5,444	5,855	Eight regiments of infantry,	296	6,280	6,576
Rifle regiment,	65	784	849	Rifle regiment,	37	785	822
Total,	746	9,146	9,892	Total,	719	11,937	12,656
Average strength of the army for the years 1809, 1810, *and* 1811.				*Average strength of the army for the year* 1820.			
Officers, non-commissioned officers, musicians, and privates,			6,000	Officers, non-commissioned officers, musicians, and privates,			10,000

A—Continued.

Appropriations for the current expenditures of the army for the years 1809, 1810, *and* 1811.			
	1809.	1810.	1811.
Pay of the army,	$868,240 00	$869,968 00	$869,968 00
Forage,	64,624 00	64,624 00	13,756 00
Subsistence,	641,228 35	685,532 05	685,532 05
Clothing,	293,264 00	293,804 00	293,804 00
Bounties and premiums,	15,000 00	30,000 00	30,000 00
Medical and hospital department,	45,000 00	50,000 00	50,000 00
Camp equipage, fuel, tools, and transportation,	270,000 00	270,000 00	270,000 00
Purchasing horses and equipments for the light artillery and dragoons, and forage for the same,	62,520 00		
Purchasing maps, plans, books, &c.	2,500 00	2,500 00	2,500 00
Contingencies,	50,000 00	50,000 00	50,000 00
Salary of clerks employed in the military agent's office, and in the office of the adjutant and inspector of the army,	3,500 00	3,500 00	3,500 00
Total,	$2,315,876 35	$2,319,928 05	$2,269,060 05

Average appropriations for these years,	$2,301,621 48
Annual expense per man, including officers,	383 60

Required appropriations for the current expenditures of the army for the year 1820.	
	1820.
Pay of the army,	$1,274,784 00
Subsistence,	822,048 20
Forage,	26,496 00
Clothing,	449,716 00
Recruiting service, bounties, premiums, &c.	183,925 00
Medical and Hospital Department,	42,145 76
Quartermaster's Department,	526,500 00
Contingencies of the army,	40,000 00
Total,	$3,365,614 96

Expense per man for the year 1820, including officers,	$336 56

NOTE.—These tables and demonstrations are taken from the appropriation laws, and the official army returns, except the estimate of ten thousand for the average strength of the army during 1820, which is warranted by the last returns, and the facts that more than four thousand men were enlisted in the last year, and that only three hundred are entitled to discharge this year, being the last of the war men; for whose retained bounty, and that due the heirs of deceased soldiers, the item of fifteen thousand dollars is estimated, and is not a current expenditure.

The fortifications and ordnance are omitted in all the years before the war, as well as in the estimate for 1820; and as there was no ordnance corps before the war, the expense of that corps should also be deducted from the current expenditures of the army for this year, amounting to one hundred and one thousand four hundred and ninety-six dollars, and sixty cents. If to this are added the Auditor's reported balance on hand, of the last year's appropriation, on account of pay, $235,296 58, and the two sums are deducted from the required appropriation, it will be seen that the cost per man, including officers, will be $302 88, for the year 1820. As the estimate for pay is made for the full organization, and the average strength through the year is stated at ten thousand, including officers, a balance may remain, authorizing the conclusion, that the future current expenditures will not exceed *three hundred dollars per man, annually.*

B.

View of the army of the United States, from the year 1802 *to the year* 1808, *inclusive.*

Appropriations for current expenditures.	Dolls. cts.	Strength of the army.	No.
The year 1802, - - -	1,191,073 80	The year 1802, officers, non-commissioned officers, and privates, - - - -	2,873
The year 1803, - - -	626,268 48	The year 1803, officers, non-commissioned officers, and privates, - - - -	2,486
The year 1804, - - -	671,954 21	The year 1804, officers, non-commissioned officers, and privates, - - - -	2,709
The year 1805, - - -	711,122 83	The year 1805, officers, non-commissioned officers, and privates, - - - -	2,720
The year 1806, - - -	754,724 72	The year 1806, officers, non-commissioned officers, and privates, - - - -	2,640
The year 1807, - - -	767,612 50	The year 1807, officers, non-commissioned officers, and privates, - - - -	2,766
The year 1808, - - -	864,608 35	The year 1808, officers, non-commissioned officers, and privates, - - - -	2,891
Dollars, -	5,587,364 89	Total, -	19,085
Average cost of the army from the year 1802 to the year 1808, inclusive, per annum, - -	$798,194 98	Average strength of the army, from the year 1802 to the year 1808, inclusive, - - -	2,726
Annual expense per man, including officers, - - - -			$292 80¼

Organization of the army of the United States under the act of March, 1802, *and during the above period.*

Regiments and corps.	Commissioned officers and cadets attached to corps.	Non-commissioned officers, music's, artificers, & privates.	Aggregate.	Remarks.
General staff, - - -	46	- -	46	
Engineers, - - - -	20	19	39	
Regiment of artillerists, - -	106	1,522	1,628	
Two regiments of infantry, - -	86	1,524	1,610	
Total, -	258	3,065	3,323	

16th Congress.] **No. 183.** [1st Session.

FORTIFICATIONS.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, JANUARY 20, 1820.

To the House of Representatives: WASHINGTON, *January* 19, 1820.

In compliance with a resolution of the House of Representatives, requesting me "to lay before it, at as early a day as may be convenient, an account of the expenditure of the several sums appropriated for building fortifications, from the year 1816 to the year 1819, inclusive, indicating the places at which works of defence have been begun; the magnitude of the works contemplated at each place; their present condition; the amount already expended; and the estimated amount requisite for the completion of each; also, the mode by which the fortifications are built, by contract or otherwise," I now transmit to the House a report from the Secretary of War, to whom the said resolution was referred, which, with the documents accompanying it, contains all the information required.

JAMES MONROE.

DEPARTMENT OF WAR, *January* 15, 1820.

The Secretary of War, to whom was referred the resolution of the House of Representatives of the 21st of December, 1819, requesting the President of the United States "to lay before the House, at as early a day as may be convenient, an account of the expenditure of the several sums appropriated for building fortifications, from the year 1816 to the year 1819, both inclusive; indicating the places at which works of defence have been begun; the magnitude of the works contemplated at each place; their present condition; the amount already expended; and the estimated sum requisite for the completion of each; also, the mode by which the fortifications are built, whether by contract, or otherwise," has the honor to transmit a report of the Chief Engineer, which comprehends all the information required.

J. C. CALHOUN.

The PRESIDENT OF THE UNITED STATES.

SIR: ENGINEER DEPARTMENT, *January* 12, 1820.

In pursuance of your order of the 22d ultimo, I have the honor to furnish herewith the information required by the following resolution of the House of Representatives, viz: "That the President of the United States be requested to lay before this House, at as early a day as may be convenient, an account of the expenditures of the several sums appropriated for building fortifications, from the year 1816 to the year 1819, both inclusive, indicating the places at which works have been begun; the magnitude of the works contemplated at each place; their present condition; the amount already expended; and the estimated sum requisite for the completion of each; also, the mode by which the fortifications are built, whether by contract or otherwise."

That part of the information relating to accounts has been derived from the offices of the second and third auditors; and will appear in the accompanying statements, from those offices, which have been just received. Those statements could not be so dissected as to exhibit, from them, the exact amount of expenditure at each work. I am enabled, however, from the reports of the local engineers, to furnish that information with regard to works now under construction.

General statement of the fortification account.

Balance, 1st January, 1816,		204,690 30
Appropriation for the years 1816, 1817, and 1819,		2,176,000 00
Returned between the 1st January, 1816, and 31st December, 1819, per accompanying statement of the second auditor, marked B,		21,631 94
Returned, during the same period, per accompanying statement of the third auditor, marked D,		227,103 94
		$2,629,426 18
Expenditures during the same period, per accompanying statement of the second auditor, marked A,	273,909 86	
Expenditures during the same period, per accompanying statement of the third auditor, marked C,	2,353,900 26	
Balance, 1st January, 1820,	1,616 06	
		2,629,426 18

Indicating the places at which works have been begun.	When begun.	MAGNITUDE.		Amount already expended.	Estimated sum requisite for the completion of each.
		Development of the interior crest of the rampart.			
		Yards.	No. of guns.	Dolls. cts.	Dolls. cts.
No. 1. Fort Diamond,	1812	215	80	275,000 00	25,000 00
2. Pea Patch,	1815	630	212	197,826 17	152,173 83
3. Fort Washington,	1816	800	90	325,000 00	75,000 00
4. Fort Monroe,	1819	2,304	380	208,209 65	608,605 31
5. Fort Calhoun,	1819	381	216	141,932 94	762,422 46
6. Mobile Point,	1819	675	118	110,000 00	583,292 77
7. Dauphin Island,	1819	675	118	120,000 00	573,292 77
8. Rigolets,	1819	308	64	70,000 00	194,517 52

For their present condition, see Note E.
For the mode by which the fortifications are built, whether by contract or otherwise, see Note E.

Numbers 1 and 2, in the above table, like the other works under construction, are intended to be permanent, and are, therefore, introduced in this report, although they were commenced previously to the date limited in the resolution.

NOTE E. No. 1, Fort Diamond, on Hendricks' reef, which projects into the channel on the Long Island side of the Narrows, in New York harbor, is nearly completed; a small portion only of the masonry, platforms, &c. remain unfinished. No expenditure by contract, except for a part of the timber.

No. 2. Pea Patch, Delaware river, is a pentagonal castellated fort, with two tiers of casemates. The wall is now about ten feet above the level of the parade. Materials and workmanship are provided for by special contracts, but not labor and contingencies.

No. 3. Fort Washington, Potomac river, is an irregular work. On the river side is a regular front of fortification, including a ravelin. The faces and flanks are casemated. The branches terminate at the rear in demi-bastions, where they are joined by the gorge, which is a straight wall, with a bastioned redan in the centre. A very small portion of masonry, laying platforms, and removing some earth, being finished, will complete the work. The only contract is for lime.

No. 4. Fort Monroe, Old Point Comfort, Hampton Roads, is a regular work, with seven fronts. Wharves, roads, machinery, workshops, and barracks have been built, and large quantities of materials collected, preparatory to the commencement of the work. All expenditures, except contingent, are provided for by special contracts.

No. 5. Fort Calhoun, on the Rip Rap Shoal, Hampton Roads, is a tower battery, with three tiers of casemates, to be built upon a foundation, *à pierre perdue*, in a depth varying between one and a half and three fathoms. Forty or fifty thousand perches of stone have been applied to the formation of the foundation, which now shows between two and three thousand perches above high-water mark. All expenditures, except contingent, by special contracts.

Nos. 6 and 7. Mobile Point and Dauphine Island, are two regular pentagonal forts. Excavations had been commenced at each, but were suspended, in order that no part of the force should be diverted from the fabrication and collection of materials, in the preparation of which were presented difficulties not at first anticipated. The brick-yards and other establishments have yielded, during the last season, materials in such quantities as to afford a prospect of an early resumption of the excavations. The entire completion of those works is provided for by one contract for each.

No. 8. The Rigolets, Louisiana, is a crescent battery, with the gorge closed by two short fronts of fortification. The want of tenacity of the soil at the site at which the construction was commenced, occasioned the relinquishment of that site for another having a more firm and consistent soil. The progress at the latter is not known, further than that a considerable quantity of materials have been prepared for, and a portion delivered at, it. The entire completion of this work is provided for by single contract.

It is thought the resolution was not intended to embrace a detail of repairs, and therefore they have not been noticed in this report.

All which is respectfully submitted.

W. K. ARMISTEAD, *Col. of Engineers.*

A.

Statement of expenditures, on account of fortifications, in the office of the Second Auditor from 1st *January*, 1816, *to* 31st *December*, 1819.

New York,	$48,472 50	Fort Wolcott, Rhode Island,	3,500 00
Fort Washington,	65,666 99	Fort Constitution,	3,234 62
New Orleans,	5,048 50	Fort Sewall, Marblehead,	1,087 00
Pea Patch,	33,000 00	Bath, Maine,	120 00
Plattsburg,	10,000 00		239,269 88
Fort McHenry, Baltimore,	2,015 00	To which add $34,639 98, charged to fortifications, it having received a credit for that amount erroneously, on settlement of the account of Tannehill & Woolley,	34,639 98
Niagara,	25,000 00		
Boston,	5,959 08		
Green Bay,	5,000 00		
Charleston, South Carolina,	29,845 19		
Savannah, Georgia,	1,000 00		
Fort Severn, Annapolis,	321 00		$273,909 86

TREASURY DEPARTMENT, SECOND AUDITOR'S OFFICE, *January* 4, 1820.

WILLIAM LEE.

B.

Statement of moneys returned on account of fortifications, between the 1st *January*, 1816, *and the* 31st *December* 1819, *ascertained from the books of the Second Auditor.*

New York,	$11,356 90
Fort Washington,	513 05
Fort Howard, Green Bay,	766 40
Newport, Rhode Island,	657 34
Pittsburg,	7,129 12
Plattsburg,	96 00
New Orleans,	82 00
Savannah,	1,031 13
	$21,631 94

TREASURY DEPARTMENT, SECOND AUDITOR'S OFFICE, *January* 4, 1820.

WILLIAM LEE.

C.

Statement of expenditures on account of fortifications, in the office of the Third Auditor of the Treasury Department, from the 1st *January*, 1816, *to the* 31st *December*, 1819.

Craney Island, Old Point Comfort, and Norfolk, Virginia,	$401,737 10	Bellefontaine,	2,342 34
New York, and Harbor,	414,225 25	Forts St. Philip's and St. John,	1,318 68
Fort Washington, Potomac,	334,769 08	Georgetown, South Carolina, 1814,	1,000 00
Mobile,	259,573 86	Sackett's Harbor, 1814–15,	768 17
New Orleans	217,940 76	Richmond, Virginia,	300 00
Pea Patch, Delaware,	177,500 00	Fort Severn,	477 30
Plattsburg,	117,292 00	Fort Dearborn,	33 00
Baltimore,	59,511 87	Fort Wolcott,	262 66
Niagara,	55,511 90	Fort Armstrong,	77 70
Boston,	21,143 50	Officers composing the board of engineers,	3,237 30
Hendrick's Reef,	18,000 00	Fort Gratiot, 1815,	303 25
Green Bay,	16,644 70	Federal Point, 1814,	280 00
Charleston, South Carolina,	173,347 65	Fort Griswold, 1815,	31 00
Savannah, Georgia, 1814,	8,505 81	Fort Trumbull, 1814–15,	137 77
Detroit and Fort Malden, 1815,	5,261 87	Fort Green, 1814,	102 96
Tybee Island, 1814–15,	7,000 00	White Hall block-house, 1813,	277 84
Point Petre,	6,000 00	Fort Massac, 1813,	26 91
Pittsburg,	2,000 00	Fort Johnson, 1814,	158 24
Bennet and Morte,	36,000 00	Norwich, Connecticut, 1815,	799 79
Samuel Hawkins,	10,000 00	Amount,	$2,353,900 26

TREASURY DEPARTMENT, THIRD AUDITOR'S OFFICE, *January* 4, 1820.

PETER HAGNER, *Auditor.*

D.

Statement of moneys returned on account of fortifications, from January 1, 1816, *to December* 31, 1819.

Norfolk,	$6,532	00	
New York,	167,838	82	
Fort Washington,	6,852	14	
Mobile,	99	18	
New Orleans,	2,641	11	
Pea Patch,	1,508	93	
Plattsburg,	269	22	
Niagara,	3,122	33	
Boston,	631	97	
Green Bay,	400	00	
Charleston, South Carolina,	1,496	40	
Pittsburg,	31,880	00	
Bellefontaine,	3,082	28	
Fort Armstrong,	291	02	
Fort Hampton,	162	54	
Fort Smith,	46	00	
Knoxville, Tennessee,	250	00	
Amount,	$227,103	94	

TREASURY DEPARTMENT, THIRD AUDITOR'S OFFICE, *January* 4, 1820.

PETER HAGNER, *Auditor.*

16th CONGRESS.] No. 184. [1st SESSION.

MILITARY ACADEMY AT WEST POINT.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, JANUARY 31, 1820.

SIR: DEPARTMENT OF WAR, *January* 28, 1820.

Pursuant to a resolution of the House of Representatives, directing the Secretary of War to lay before the House "a statement showing the whole amount of money that has been expended by the General Government on the Military Academy at West Point, in the State of New York; also, the number of cadets that have been educated there, from each State, District, or Territory, and their names; also, an estimate of the sums necessary to be appropriated for said institution for each of the next succeeding three years," I have the honor to transmit, herewith, a report of the chief engineer, which, with its accompanying documents, contain all the information required.

I have the honor to be, your most obedient servant,

JOHN C. CALHOUN.

Honorable HENRY CLAY, *Speaker of the House of Representatives, U. S.*

SIR: ENGINEER DEPARTMENT, *January* 27, 1820.

I have the honor to transmit, herewith, statements A and B, from the second and third auditors, showing the amount of moneys "expended by the General Government on the Military Academy at West Point;" C, showing "the number of cadets that have been educated there from each State, District, or Territory, and their names;" D to I, showing "the sums necessary to be appropriated for said institution for each of the next succeeding three years;" the whole comprising the information required by a resolution passed in the House of Representatives on the 27th ultimo.

Which are respectfully submitted.

W. K. ARMISTEAD, *Colonel of Engineers.*

Hon. J. C. CALHOUN, *Secretary of War.*

A.

A statement exhibiting the several sums expended for the Military Academy at West Point, for the years 1816, 1817, *and* 1818, *in pursuance of a resolution of the House of Representatives of the United States, of the* 27*th ultimo.*

		BOOKS AND APPARATUS FOR THE MILITARY ACADEMY.		
1816.				
May	25,	For warrant, No. 4419, to Brigadier General Joseph G. Swift, advanced him on account of the purchase of instruments for the Military Academy,	$668 84	
June	24,	For amount expended by Samuel Perkins, assistant deputy quartermaster general at West Point, in the first quarter of 1816, for sundry books purchased for Military Academy,	609 33	
July	24,	For amount expended by Samuel Perkins, assistant deputy quartermaster general at West Point, in the second quarter of 1816, for the purchase of books,	994 75	
August	28,	For warrant, No. 4703, to Brigadier General J. G. Swift, advanced him on account of books, &c.	923 00	
September	21,	For warrant, No. 4778, to Samuel Campbell, bookseller at New York, being amount of his account for books, instruments, and stationary, for the use of the Military Academy, between 20th March, 1815, and 2d July, 1816,	141 75	
November	12,	For warrant, No. 4925, to Brigadier General J. G. Swift, advanced him on account of maps, plans, books, &c.	3,200 00	
December	7,	For warrant, No. 4989, to Lieutenant Thomas J. Leslie, on account of books, maps, &c.	1,500 00	
1817.				
November	24,	For amount expended by Lieutenant George Blaney, on account of the Military Academy at West Point,	182 19	
December	18,	For balance due J. G. Swift, brigadier general, on settlement of his account, for the purchase of sundry books, maps, papers, instruments, &c. for the use of the Military Academy, between 19th August, 1815, and 31st December, 1816,	2,848 26	
				$11,068 12
		MILITARY ACADEMY.		
1816.				
June	19,	For warrant, No. 4483, to Major C. Vandeventer, on account of the Military Academy,	5,702 00	
September	14,	For warrant, No. 4759, to Brigadier General J. G. Swift, on account of expenditures on the academic buildings at West Point,	10,000 00	
1817.				
February	13,	For warrant, No. 5173, to Brigadier General J. G. Swift, on account of building the Military Academy at West Point,	6,000 00	
December	23,	For this sum allowed Major C. Vandeventer, being one per cent. commission on $46,723 54, paid over by him to General J. G. Swift, on account of disbursements for the Military Academy at West Point,	467 23	
December	23,	For this amount paid over by Major C. Vandeventer to General J. G. Swift, being part of the above sum of $46,723 54,	7,974 82	
1818.				
May	21,	For amount expended by Major C. Vandeventer, in 1816, for backs and jambs, doors and frames, &c. for buildings at West Point, including his commission,	236 26	
September	4,	For amount expended by General J. G. Swift, on account of the Military Academy,	35 84	
				30,417 15
				41,485 27
		FROM WHICH DEDUCT		
		This sum, being the amount of moneys refunded out of advances made by "books and apparatus for the Military Academy," and by "Military Academy," during the year 1817,		9,232 19
				$32,253 08

TREASURY DEPARTMEMT, SECOND AUDITOR'S OFFICE, *January* 18, 1820.

WM. LEE.

B.

A statement exhibiting the several sums appropriated for the Military Academy at West Point, from the year 1809, *to the year* 1819, *inclusive, and of the application thereof, in pursuance of a resolution of the House of Representatives of the United States of the* 31*st ultimo.*

			MAPS, PLANS, CHARTS, &c.		
Prior to the act of 29th April, 1812, for the Military Academy at West Point, the expenses of maps, plans, &c. annually appropriated for the military department, was, in part, applied to those objects for that institution; the annexed items are selected as appertaining to that establishment. Prior to the passage of the act of 3d March, 1809, no specific account was kept of the expenses at West Point, and the accounts having been destroyed by the enemy to the year 1812, a complete selection could not be made from the books of the office. So far as the items could be collected they are also attached to this statement.	May 29,	1809,	For warrant 1,538 due to Samuel Campbell, for sundry stationary furnished, for the use of the corps of engineers,	$777 75	
	October 6,	"	For warrant 1,954 due to Benjamin Dearborn, for a theodolite and sundry other articles purchased of him by the Secretary of War,	110 00	
	December 30,	"	For amount expended by Jacob Eustis, for cleaning a theodolite,	10 00	
	February 21,	1810,	For amount expended by Tench Coxe, for sundry mathematical instruments, paints, &c.	119 25	
	March 12,	"	For warrant 2,448 due to Samuel Campbell, for sundry articles furnished for the use of the Military Academy,	513 90	
	December 19,	"	For warrant 3,084 due to Samuel Campbell, for sundry articles furnished for the use of the Military Academy,	596 40	
	May 28,	1811,	For amount paid by Joseph G. Swift to Samuel Campbell, for sundry articles furnished the Academy,	290 00	
	April 20,	1803,	For amount expended by Jonathan Williams, Lt. Col. for sundry instruments for the use of the academy,	565 00	
	April 21,	"	For amount expended by Jonathan Williams, for sundry articles purchased for the use of the Academy,	57 12	
	June 10,	"	For warrant 6,926 to Jared Mansfield, for sundry books furnished for the Academy,	115 25	
	August 31,	"	For do. 7,066 to H. Caritat, for sundry books for the use of the Academy,	116 50	
	May 21,	1804,	For amount expended by William A. Banon, for sundry books for the use of the Academy,	86 50	
	June 21,	"	For amount paid to sundry persons for sundry books for the use of the Academy,	226 45	
	April 15,	1805,	For warrant 8,230 to Samuel Campbell, for books and stationary for the Academy,	70 50	
	July 29,	"	For do. 8,431 to Campbell and Mitchell, for sundry articles of stationary for the Academy,	260 22	
	April 8,	1806,	For do. 9,008 to Campbell and Mitchell, for sundry stationary, &c. for the Academy,	122 66	
	May 24,	"	For amount paid by Colonel Jonathan Williams for a quadrant and sundry other articles,	51 38	
	May 14,	"	For warrant 9,123 to Campbell and Mitchell, for stationary, &c. furnished for the use of the Academy,	633 76	
	October 6,	"	For do. 9,378 to Campbell and Mitchell, for sundry books, stationary, &c. for the Academy,	949 88	
	May 9,	1807,	For do. 9,916 to Campbell and Mitchell for sundry articles of stationary for the Academy,	254 26	
	July 24,	"	For do. 10,107 to Campbell and Mitchell, for mathematical instruments, &c. for the Academy,	208 00	
		1808,	For do. 306 to Campbell and Mitchell, for books and stationary for the use of the corps of engineers,	392 36	
				$6,527 14	
			BOOKS AND APPARATUS, &c.		
Per act 3d March, 1813, $12,000,	January 19,	1814,	For warrant 113 transmitted to Samuel Campbell, for books and stationary for the Academy,	2,488 38	
	July 15,	"	For do. 1,118 to Joseph G. Swift, for the purchase of apparatus for the Military Academy,	548 00	
	December 6,	"	For do. 1,723 to Joseph G. Swift, on account of expenditures chargeable to this appropriation,	1,165 30	
	January 27,	1815,	For amount advanced to Joseph G. Swift, by the corporation of New York, on account of the purchase of books, apparatus, &c.	1,800 00	
	August 18,	"	For amount paid Samuel Campbell, for books and apparatus, &c. agreeably to the orders of Colonel Bomford and General Swift,	479 02	
Per act 29th April, 1816, $22,171,	January 5,	1816,	For warrant 3,461 to Joseph G. Swift, on account of the expenditures chargeable to this appropriation,	5,000 00	
	April 30,	"	For do. 4,288 to William Tatham, being the amount of his account for mathematical instruments, &c.	500 00	
	May 5,	"	For do. 4,307 due to Philip H. Nicklin, for ninety copies of Tousard's Artillerist,	900 00	
	April 8,	1817,	For do. 182 to Joseph G. Swift, on account of expenditures chargeable to this appropriation,	3,255 00	
	June 17,	"	For do. 564 to John M. O'Connor, on account of certain copies of the Treatise on the Science of War,	5,000 00	
	September 23,	"	For do. 990 to Sylvester Thayer, on account of maps, plans, &c. for the use of the Military Academy,	5,000 00	
	December 15,	"	For amount expended by Joseph G. Swift, on account of debts anterior to 1st July, 1815,	664 63	
	December 1,	"	For amount expended by George Blaney, on account of the Military Academy,	205 10	
Per act 29th April, 1812, $25,000,	April 20,	1814,	For warrant 746 to Joseph G. Swift, on account of work and materials for the Military Academy at West Point,	3,333 00	
	June 2,	"	For do. 887 to do. on account of do. do. do.	3,333 00	
	July 8,	"	For do. 965 to do. on account of do. do. do.	3,334 00	
					37,005 43

B—Continued.

		BOOKS AND APPARATUS, &c.	*Brought forward*, -	- -	37,005 43
	August 15, 1814,	For warrant 1,328 to Joseph G. Swift, on account of work and materials for the Military Academy at West Point,		2,000 00	
	September 12, "	For do. 1,361 to do. on account of do. do. do.		2,000 00	
Per act 3d March, 1815, $20,000, -	May 9, 1815,	For do. 2,312 to do. on account of buildings at West Point, - - - -		10,000 00	
	November 17, "	For do. 3,224 to do. on account of expenditures at West Point, - - - -		17,000 00	
Per act 29th April, 1816, $115,800,	May 7, 1816,	For do. 4,346 to Christopher Vandeventer, on account of the Military Academy at West Point, - -		36,464 07	
Per act 3d March, 1817, $16,570, -	July 1, 1817,	For do. 629 to Joseph G. Swift on account of do. do. - -		5,000 00	
	August 7, "	For do. 792 to Sylvanus Thayer, on account of do. do. - -		3,000 00	
	September 5, "	For do. 919 to Joseph G. Swift, on account of do. do. - -		15,000 00	
	November 19, "	For do. 1,273 to do. on account of buildings at West Point, - - - -		10,000 00	
	December 1, "	For do. 1,336 to do. on account of do. - - - - -		4,453 38	
	December 15, "	For do. 1,422 to Sylvanus Thayer, on account of do. - - - - -		18,000 00	
Per act 19th February, 1818, $12,075,	March 6, 1818,	For do. 1,784 to do on account of do. - - - - -		5,978 75	
	March 23, "	For do. 1,807 to John M. O'Connor, being the balance due him for 1,200 copies of the Science of War, -		11,800 00	
	April 7, "	For do. 1,879 to Sylvanus Thayer, on account of fuel, &c. for the Academy at West Point, - -		4,321 00	
	April 4, "	For amount of expenditures by Sylvanus Thayer, chargeable to this appropriation, - - - -		6,695 00	
	May 1, "	For amount paid to Gideon Davis, for sundry articles furnished to Major James Kearney, - - -		113 50	
	May 15, "	For amount paid to Major Isaac Roberdeau, for sundry articles furnished, and chargeable to this appropriation -		214 50	
	July 14, "	For amount expended by Major Vandeventer, and chargeable to this appropriation, - - - -		15 41	
	August 18, "	For warrant 2,476 to Henry Stanton, on account of the Military Academy at West Point, - - -		2,524 95	
Per act 15th February, 1819, $35,640,	February 24, 1819,	For do. 3,443 to Walker Armistead, for sundry articles for the use of the Military Academy, - -		1,334 00	
	February 25, "	For do. 3,459 to Philips and Seymour, being the amount of their account for sundry articles for the Academy,		17 16	
	February 17, "	For amount expended by Joseph G. Swift, on account of the Military Academy, - - - -		13,401 37	
	March 20, "	For amount expended by Captain James Green, on account of the Military Academy, - - -		284 72	
	April 29, "	For warrant 3,674 to James Green, on account of the Military Academy at West Point, - - -		9,520 00	
	May 25, "	For amount expended by Captain James Green, on account of the Military Academy, - - -		7,401 94	
	May 25, "	For amount expended by do. on account of do. - - - -		273 32	
	September 6, "	For amount expended by lieutenant G. W. Gardner, on account of do. - - - -		50 00	
	December 21, "	For amount expended by Lieutenant John L. Smith, on account of do. - - - -		80 00	
					186,943 07
					$223,948 50

RECAPITULATION.

Amount expended by the Third Auditor of the Treasury, viz:

Books and apparatus, &c. - - - -	37,005 43	
Military Academy, - - - - -	186,943 07	
	223,948 50	
Amount expended by the Second Auditor of the Treasury, per statement herewith, - - - -	32,201 08	
		256,201 58
Balance in the Treasurer's hands on 31st December, 1819, - -		3,054 42
		259,256 00

Amount appropriated as follows:

Books and apparatus,	Per act 3d March, 1813, - -	13,000 00	
	Per act 29th April, 1816, - -	22,171 00	
Military Academy,	Per act 29th April, 1812, - -	25,000 00	
	Per act 3d March, 1815, - -	20,000 00	
	Per act 29th April, 1816, - -	115,800 00	
	Per act 3d March, 1817, - -	16,570 00	
	Per act 19th February, 1818, -	12,075 00	
	Per act 15th February 1819, -	35,640 00	
			259,256 00

TREASURY DEPARTMENT, THIRD AUDITOR'S OFFICE, *January* 15, 1820.

PETER HAGNER, *Auditor.*

C.

List of Cadets that have been appointed to the United States' Military Academy, at West Point, New York, from the year 1800 *to the year* 1819, *inclusive.*

No.	Names.	State or Territory.	Date of appointment.	Remarks.
1	Armistead, Walker K.	Virginia,	May 1, 1801,	2d lieutenant engineers, March 5, 1803.
2	Allen, Hannibal H.	Vermont,	Feb. 14, 1803,	2d lieutenant artillery, July 5, 1804.
3	Allen, Ethan A.	Vermont,	Dec. 10, 1804,	2d lieutenant artillery, November 14, 1806.
4	Anderson, John,	Vermont,	Oct. 9, 1806,	2d lieutenant artillery, December 9, 1807.
5	Aikens, Asa,	Unknown,	June 8, 1807,	Resigned, April 2, 1808.
6	Alexander, John R.	Unknown,	Oct. 19, "	Resigned, September 30, 1810.
7	Abert, John J.	- - -	Jan. 18, 1808,	Resigned, April 1, 1811.
8	Ashley, Richard,	Unknown,	April 14, 1809,	2d lieutenant artillery.
9	Adams, Isaac A.	Dist. of Maine,	October 1, 1812,	3d lieutenant artillery, July 17, 1817.
10	Allanson, John S.	New York,	Oct. 24, "	3d lieutenant artillery, March 11, 1814.
11	Armstrong, Robert L.	New York,	April 14, 1813,	3d lieutenant artillery, July 21, 1814.
12	Armstrong, James K.	New York,	April 14, "	Resigned, in 1816.
13	Armistead, John B.	Virginia,	April 14, "	Declined.
14	Armistead, Wilson C. N.	Virginia,	April 14, "	Resigned, 1st January, 1818.
15	Armstrong, John,	New York,	Dec. 8, "	2d lieutenant artillery, May 19, 1814.
16	Antill, Alexander,	New York,	May 4, 1814,	Resigned, January 1, 1817.
17	Alexander, Edward,	Virginia,	May 20, "	Resigned, January 1, 1817.
18	Alberti, Edward R.	Pennsylvania,	October 24, "	Resigned, July, 1817.
19	Ashton, Richard,	Virginia,	July 9, 1816,	Discharged, February 28, 1818.
20	Ash, Richard,	North Carolina,	Feb. 24, 1814,	Declined.
21	Allston, Robert W.	South Carolina,	Dec. 27, 1816,	
22	Alexander, E. B.	Kentucky,	Oct. 20, 1817,	
23	Abercrombie, John,	Tennessee,	January 6, "	
24	Allen, Charles F.	Massachusetts,	May 20, 1818,	Not qualified for admission.
25	Allanson, D. W.	New York,	August 19, "	
26	Anderson, Marcus,	Tennessee,	August 19, "	
27	Adams, Edwin,	Massachusetts,	March 24, 1819,	Not reported himself for examination.
28	Andrews, George,	District of Col.	March 24, "	
29	Armstrong, Charles M.	New Jersey,	March 24, "	Not qualified for admission.
30	Armistead, E. R.	District of Col.		
31	Bennet, Thomas,	New Hampshire,	July 8, 1803,	2d lieutenant artillery, November 14, 1806.
32	Bomford, George,	New York,	Oct. 24, 1804,	2d lieutenant engineers, July 1, 1805.
33	Beall, Thomas I.	Maryland,	March 6, 1806,	2d lieutenant artillery.
34	Babcock, Samuel,	Massachusetts,	April 28, "	2d lieutenant engineers.
35	Buck, Daniel A.	Unknown,	July 9, "	2d lieutenant engineers.
36	Burton, Oliver G.	Vermont,	March 20, 1807,	2d lieutenant infantry, June 18, 1808.
37	Byrne, Patrick,	Pennsylvania,	Jan. 18, 1808,	Resigned, August 11, 1808.
38	Blanchard, Charles,	Unknown,	June 15, "	Resigned, July 20, 1811.
39	Brush, John S.	Unknown,	June 15, "	2d lieutenant artillery, January 3, 1812.
40	Bliss, John,	Vermont,	March 8, "	Ensign 2d regiment infantry, January 3, 1812.
41	Buck, Leonidas,	Unknown,	June 15, "	2d lieutenant 6th reg. infantry, Jan. 3, 1812.
42	Bell, John R.	- -	June 15, "	2d lieutenant light artillery, January 3, 1812.
43	Burchstead, Henry.	Unknown,	Feb. 16, 1809,	Ensign 2d regiment infantry.
44	Boixaubin, Mariel, Jr.	- -	April 14, "	2d lieutenant light artillery.
45	Broom, Thomas R.	New York,	April 9, 1813,	3d lieutenant light artillery, July 21, 1814.
46	Brent, John,	Maryland,	April 14, "	Declined.
47	Brent, Robert C.	Maryland,	April 14, "	3d lieutenant artillery, March 2, 1815.
48	Blaney, William E.	North Carolina,	April 14, "	Declined.
49	Bonneville, Benjamin,	New York,	April 14, "	2d lieutenant light artillery, January 15, 1817.
50	Badolet, James,	Indiana,	April 16, "	3d lieutenant light artillery, July 21, 1814.
51	Brooke, Edmund,	Virginia,	May 11, "	2d lieutenant marines.
52	Brunot, Hilary,	Pennsylvania,	May 20, "	3d lieutenant 2d regt. infantry, July 21, 1814.
53	Birdsall, Stephen,	New York,	June 4, "	3d lieutenant 1st regt. artillery, Mar. 11, 1814.
54	Booth, William L.	District of Col.	June 11, "	3d lieut. 1st regt. light artillery, July 21, 1814.
55	Baird, Thomas J.	Pennsylvania,	June 22, "	3d lieut. 1st regt. light artillery, July 21, 1814.
56	Brewerton, George,	New York,	June 24, "	Resigned, in 1817.
57	Brewerton, Henry,	New York,	June 24, "	2d lieutenant corps of engineers, July 1, 1819.
58	Blaney, George,	Massachusetts,	July 7, "	Brevet 2d lieut. corps of eng. March 4, 1815.
59	Brewer, Alonzo,	Vermont,	July 13, "	3d lieutenant artillery, March 2, 1815.
60	Beall, Benjamin L.	Maryland,	Jan. 1, 1814,	Resigned, October 15, 1818.
61	Bacon, William S.	Massachusetts,	April 2, "	Declined.
62	Bacon, John S.	Massachusetts,	April 2, "	Declined.
63	Brockenbrough, Austin,	Virginia,	May 20, "	2d lieutenant artillery, July 1, 1819.
64	Berryman, John R.	Virginia,	May 20, "	Resigned, April 30, 1818.
65	Boardley, William C.	Maryland,	May 25, "	Resigned, May 21, 1818.
66	Berrin, Francis N.	New York,	May 13, "	3d lieutenant artillery, March 2, 1815.
67	Brooke, Leonard O.	Maryland,	June 29, "	2d lieutenant 4th infantry, July 24, 1818.
68	Bache, Hartman,	Pennsylvania,	July 11, "	Captain topographical engineers, July 24, 1818.
69	Bernard, Edward,	North Carolina,	July 26, "	Resigned, March 31, 1818.
70	Baker, Henry N.	New Jersey,	August 6, "	Resigned, May 1, 1818.
71	Berryman, Henry H.	Virginia,	August 14, "	3d lieutenant artillery, July 17, 1817.
72	Bruff, Thomas O.	District of Col.	August 14, "	Resigned, September, 1818.
73	Bailey, Thomas J.	Maryland,	Sept. 27, "	Dismissed, January 1, 1817.
74	Barbarin, Francis N.	New York,	October 11, "	
75	Butler, Edward,	New York,	October 11, "	Resigned, April 30, 1817.
76	Brown, Harvey,	New Jersey,	October 11, "	2d lieutenant light artillery, July 24, 1818.
77	Barney, Joshua,	Maryland,	October 24, "	
78	Bradford, Allen,	Unknown,	November 7, "	Declined.
79	Bowes, John R.	Massachusetts,	Feb. 7, 1815,	3d lieutenant ordnance, July 1, 1819.
80	Bullus, Oscar,	New York,	July 10, "	Transferred to the navy.
81	Blaney, James R.	Delaware,	July 24, "	2d lieutenant artillery, July 1, 1819.

C.—Continued.

No.	Names.	State or Territory.	Date of appointment.	Remarks.
82	Ball, Catesby A. H.	District of Col.	July 25, 1815,	Resigned, October 31, 1818.
83	Blanco, Lewis,	Valparaiso,	Dec. 2, "	Dismissed, February 28, 1818.
84	Blanco, Metheo,	Valparaiso,	Dec. 2, "	Dismissed, February 28, 1818.
85	Bourne, William T.	Massachusetts,	Dec. 6, "	Not joined.
86	Butler, Edward G.	Tennessee,	July 8, 1816.	
87	Brackenridge, James,	Virginia,	July 9, "	Not joined.
88	Brooke, Robert S.	Virginia,	July 9, "	
89	Brown, William T.	South Carolina,	April 2, "	Resigned, October 31, 1818.
90	Buchannan, William P.	Virginia,	Sept. 2, "	
91	Bradford, Alexander B.	Tennessee,	Sept. 12, 1816,	Not joined.
92	Barrow, Alexander,	Tennessee,	Sept. 21, "	Resigned, January 1, 1818,
93	Bainbridge, Henry,	Massachusetts,	Nov. 27, "	
94	Bourdine, Clarke,	Georgia,	Feb. 14, 1817.	
95	Baker, Joshua,	Louisiana,	Sept. 1, "	2d lieutenant artillery, July 1, 1819.
96	Bliss, Horace,	N. Hampshire,	Sept. 8, "	
97	Busnell, Hammond,	N. Hampshire,	October 29, "	
98	Brooke, Alonzo,	Virginia,	October 29, "	Not joined.
99	Bell, William H.	North Carolina,	June 9, 1816.	
100	Blake, George S.	Massachusetts,	May 20, 1818,	Declined.
101	Birdsall, Egbert,	New York,	May 20, "	
102	Boyce, William B.	Pennsylvania,	May 20, "	
103	Bean, John L.	Pennsylvania,	May 20, "	
104	Bennet, Napoleon,	Delaware,	May 20, "	Not joined.
105	Barlow, Aaron,	Ohio,	May 20, "	Not joined.
106	Brock, C. W.	Kentucky,	May 20, "	Not joined.
107	Bell, Henry E.	North Carolina,	May 20, "	
108	Brewer, William C.	Massachusetts,	August 19, 1818,	Not joined.
109	Benton, C. B.	New York,	August 19, "	Not joined.
110	Burke, Henry D.	New York,	August 19, "	
111	Boss, H.	New York,	August 19, "	Resigned, October 7, 1818.
112	Bowen, Henry E.	Pennsylvania,	August 19, "	Not joined.
113	Buck, T. F.	Virginia,	August 19, "	
114	Bloodgood, W. B.	New York,	March 24, 1819.	
115	Burd, T. H.	Pennsylvania,	March 24, "	Died, September 22, 1819.
116	Batman, Mark W.	Pennsylvania,	March 24, "	
117	Benson, James H.	Maryland,	March 24, "	Not joined.
118	Barkelie, George,	Georgia,	March 24, "	Not joined.
119	Barlow, Aaron,	Ohio,	March 24, "	Not joined.
120	Burley, Jacob R.	Ohio,	March 24, "	
121	Bruff, Joseph G.	District of Col.	March 24, "	Not qualified for admission.
122	Burnham, J. O.	New York,	March 24, "	Not joined.
123	Buchannan, J. P.	Virginia,	March 24, "	Not qualified for admission.
124	Brooke, Robert S.	Virginia,	March 24, "	Not joined.
125	Brent, George F.	Virginia,	March 24, "	
126	Buskirk, W. V.	Virginia,	March 24, "	
127	Bourne, William,	Maryland,	- -	Resigned, October 31, 1819.
128	Beckley, Alfred,	Kentucky,	Sept. 25, 1819.	
129	Bissell, William,	Vermont,	- -	
130	Choteau, August,	Missouri,	July 14, 1804,	Ensign of infantry.
131	Clarke, Satterlee,	Vermont,	May 15, 1805,	2d lieutenant artillery, December 9, 1807.
132	Champlin, Samuel,	Vermont,	October 9, 1806,	2d lieutenant artillery, December 9, 1807.
133	Cobb, James,	Unknown,	March 8, 1808,	2d lieutenant artillery.
134	Conklings, Samuel,	Unknown,	April 2, "	2d lieutenant artillery.
135	Conant, Augustus,	Unknown,	June 15, "	2d lieutenant 6th infantry, January 3, 1812.
136	Cutbush, William,	Pennsylvania,	June 15, "	2d lieutenant engineers, January 3, 1812.
137	Chandler, John A.	Unknown,	Feb. 16, 1809,	Resigned, March 31, 1812.
138	Childs, Thomas,	Massachusetts,	April 6, 1813,	3d lieutenant 1st regt. artillery, March 11, 1814.
139	Cooper, Samuel,	New York,	May 25, "	2d lieutenant light artillery, Nov. 15, 1817.
140	Craig, Isaac E.	Pennsylvania,	May 25, "	2d lieutenant artillery, July 21, 1814.
141	Cochran, Alexander,	District of Col.	July 8, "	3d lieutenant artillery, March 2, 1815.
142	Cation, Ebenezer,	New York,	October 9, "	Died, June, 1816.
143	Chambers, Joseph N.	Maryland,	January 8, 1814,	2d lieutenant artillery, July 24, 1818.
144	Combs, ——,	Kentucky,	April 15, "	Not joined.
145	Chase, William H.	Massachusetts,	May 4, "	Brevet 2d lieut. corps of engs. March 4, 1815.
146	Cooper, Granville,	Massachusetts,	May 9, "	Resigned, 3d August, 1818.
147	Caufman, Joseph N.	Pennsylvania,	May 9, "	Dismissed, in 1816.
148	Cooper, George,	New York,	May 9, "	3d lieutenant artillery, March 2, 1815.
149	Chambers, James A.	Maryland,	June 1, "	
150	Cooper, James M.	New Jersey,	July 26, "	Resigned, December 6, 1816.
151	Corfnew, George W.	Virginia,	July 27, "	2d lieutenant artillery, July 24, 1818.
152	Carter, Landen,	Virginia,	October 7, "	Resigned, November 12, 1816.
153	Coolidge, John H.	District of Col.	October 13, "	
154	Conant, Roswell,	Vermont,	November 7, "	
155	Cruger, William E.	New York,	Dec. 22, "	Dropped from the rolls, February 11, 1819, for absenting himself sixty days, without leave.
156	Corbin, Richard,	Ohio,	Feb. 7, 1815,	Resigned, January 3, 1818.
157	Clinton, James H.	New York,	May 10, "	Transferred to the navy.
158	Cruger, Nicholas J.	New York,	May 10, "	
159	Cutts, Charles,	N. Hampshire,	July 9, 1816,	Resigned, August 31, 1818.
160	Cooper, Ebenezer,	Massachusetts,	July 9, "	Declined.
161	Cuthbert, Alfred,	Georgia,	Nov. 25, "	Not joined.
162	Craig, John S.	Kentucky,	Feb. 1, 1817.	
163	Capron, Seth M.	New York,	August 15, "	
164	Clarke, Israel,	Pennsylvania,	October 4, "	Resigned, July 25, 1819.
165	Cross, Richard,	Tennessee,	October 9, "	Resigned, May 15, 1819.

C—Continued.

No.	Names.	State or Territory.	Date of appointment.	Remarks.
166	Carlton, Henry,	Massachusetts,	May 20, 1818.	
167	Clarke, Henry,	Connecticut,	May 20, "	
168	Collins, R. D. C.	New York,	May 20, "	
169	Cadle, Joseph,	New York,	May 20, "	Not joined.
170	Cook, William,	New Jersey,	May 20, "	
171	Cathcart, George L.	Pennsylvania,	May 20, "	
172	Calhoun, Samuel C.	South Carolina,	May 20, "	Not joined.
173	Carlisle, John W.	Kentucky,	May 20, "	Not joined.
174	Clarey, E. D.	Massachusetts,	August 19, "	Resigned, October 31, 1819.
175	Canfield, Augustus,	New Jersey,	July 21, "	
176	Chipley, William D.	Virginia,	July 21, "	Resigned, October 31, 1819.
177	Corbin, Richard,	Virginia,	July 21, "	Resigned, January 31, 1819.
178	Carson, J.	Virginia,	August 19, "	Declined.
179	Cunningham, P. H.	Kentucky,	August 19, "	Not joined.
180	Chalmers, H. S.	District of Col.	August 19, "	Unqualified for admission.
181	Cooke, James H.	North Carolina,	Sept. 1, "	
182	Courtenay, Edward H.	Maryland,	Sept. 2, "	
183	Coulter, Henry S.	Maryland,	Sept. 7, "	
184	Cooper Samuel T.	Massachusetts,	March 24, 1819,	Declined.
185	Cotton, John W.	Massachusetts,	March 24, "	
186	Cheney, William L.	Connecticut,	March 24, "	Unqualified for admission.
187	Campbell, William G.	Maryland,	March 24, "	Declined.
188	Caton, Lewis,	Maryland,	March 24, 1819,	Declined.
189	Conrad, Robert T.	Virginia,	March 24, "	
190	Carrington, Wm. C. G.	North Carolina,	March 24, "	
191	Cunningham, P. H.	Kentucky,	March 24, "	Not joined.
192	Cox, John,	Tennessee,	March 24, "	Not joined.
193	Conant, Cyrus,	Massachusetts,	March 24, "	
194	Crossman, George H.	Massachusetts,	Sept. 1, "	
195	Collins, Thomas,	Pennsylvania,	Sept. 1, "	
196	Copp, Joshua,	Unknown,	- -	Not joined.
197	Cotton, Henry S.	Unknown.		
198	Doyle, John,	Unknown,	Jan. 14, 1803,	Dismissed, July 25, 1803.
199	Dyer, Luther,	Unknown,	March 6, 1805,	Resigned in 1806.
200	De Russy, Edward,	New York,	March 20, 1807,	2d lieutenant corps of engineers, June 2, 1812.
201	Dallaby, James,	Unknown,	Jan. 2, 1808,	2d lieutenant artillery.
202	Davies, Southern D.	Unknown,	June 15, "	Dismissed, August 8, 1809.
203	Dana, Nathaniel G.	Massachusetts,	Sept. 12, 1812,	3d lieutenant 1st artillery, March 11, 1814.
204	Dix, John A.	New Hampshire,	Dec. 1, "	3d lieutenant artillery.
205	De Russy, Lewis G.	New York,	April 14, 1813,	3d lieutenant 1st artillery, March 11, 1814.
206	Davis, Jackman,	New Hampshire,	April 14, "	2d lieutenant artillery, July 21, 1814.
207	Duffy, John B.	New York,	June 24, "	Resigned in 1816.
208	Denny, Thomas,	Massachusetts,	July 7, "	Died September, 1815.
209	Dulany, Henry R.	Maryland,	July 13, "	3d lieutenant artillery, March 2, 1815.
210	Dulany, William A.	Maryland,	July 13, "	Dismissed in 1815.
211	De Espenville, Charles,	New York,	July 29, "	3d lieutenant artillery, July 17, 1817.
212	Davies, Charles,	New York,	Dec. 27, "	Brevet 2d light artillery, 1816.
213	Dumeste, Jacob A.	Maryland,	May 3, 1814,	2d lieutenant artillery, July 1, 1819.
214	Davidson, William B.	Virginia,	May 3, "	3d lieutenant ordnance, December 2, 1815.
215	Delafield, Richard,	New York,	May 4, "	2d lieutenant corps of engineers, July 24, 1818.
216	De Hart, William C.	New York.		
217	Dangerfield, Joseph,	Virginia,	July 26, "	2d lieutenant artillery, July 24, 1818.
218	Dimmick, Justin,	Vermont,	Sept. 26, "	2d lieutenant light artillery, July 1, 1819.
219	Dana, Charles,	Massachusetts,	Sept. 28, "	Resigned in 1815.
220	Du Bois, Emanuel L.	Indiana,	Oct. 6, "	Resigned, March 31, 1818.
221	Douglass, Charles,	Virginia,	March 8, 1815,	Not joined.
222	Dimmick, Charles,	Massachusetts,	Dec. 14, 1816.	
223	Dupont, Samuel,	Delaware,	- -	Transferred to the navy.
224	Donelson, A. Jackson,	Tennessee,	Feb. 14, 1817.	
225	Day, Robert,	Virginia,	Feb. 15, "	
226	Doro, Thomas I.	Massachusetts,	August 15, "	Not joined.
227	Dusenbury, Samuel,	North Carolina,	Dec. 2, 1815.	
228	Day, Hannibal,	Vermont,	Feb. 19, 1818.	
229	Dutton, George,	Connecticut,	May 20, "	
230	Denny, St. Clair,	Pennsylvania,	May 20, "	
231	Davis, H.	Delaware,	August 19, "	Not joined.
232	Denny, John,	Maryland,	August 19, "	Resigned, December 1, 1818.
233	Dunlap, D. G.	Tennessee,	August 19, "	Not joined.
234	Davis, George,	Delaware,	March 24, 1819,	Unqualified for admission.
235	Dyer, William P.	Vermont,	March 24, "	
236	Briscoll, George O.	Pennsylvania,	March 24, "	Unqualified for admission.
237	Davidson, P.	Maryland,	March 24, "	
238	Drand, Anthony,	Maryland,	March 24, "	Not joined.
239	Divir, James,	New York,	August 28, "	
240	Eveleth, William S.	Dist. Columbia,	July 22, 1813,	Brev. 2d. lieut. corps of engin'rs, March 4, 1813.
241	Emerson, George,	Unknown,	Dec. 1, "	Not joined.
242	Embury, Peter,	New York,	May 4, 1814,	Brevet 2d lieutenant light artillery, 1816.
243	Eakin, Constantine,	New York,	Sept. 15, "	3d lieutenant artillery, July 17, 1817.
244	Emmett, John P.	New York,	October 1, "	Resigned in 1817.
245	Eliason, William A.	Dist. Columbia,	- -	2d lieutenant corps of engineers, July 1, 1819.
246	Edwards, John M.	Virginia,	July 25, 1815,	2d lieutenant light artillery, July 1, 1819.
247	Easton, Isaac C.	Massachusetts,	Jan. 17, 1816,	Resigned, August 31, 1818.
248	Easton, David,	Dist. Columbia,	Nov. 27, "	Resigned, August 31, 1818.
249	Edson, Alvin,	Vermont,	Feb. 5, 1817,	Resigned, March 31, 1819.
250	Ewing, Putnam,	Kentucky,	June 14, "	Not joined.

C—Continued.

No.	Names.	State or Territory.	Date of appointment.	Remarks.
251	Ellis, Samuel C.	New York,	May 20, 1818.	
252	Edwards, Thomas,	Massachusetts,	July 21, "	
253	Emmerson, Freeman,	Vermont,	August 19, "	Dismissed, March 18, 1819.
254	Eastland, N. W.	Tennessee,	August 19, "	
255	Engle, James,	New Jersey,	March 24, 1819.	
256	Ewing, John,	Pennsylvania,	March 24, "	Not joined.
257	Easterbrook, A.	Vermont,	March 24, "	
258	Fay, Heman H.	Vermont,	March 20, 1807,	2d lieutenant artillery.
259	Fields, Benjamin,	Unknown,	January 2, 1808,	Ensign 1st regiment of infantry.
260	Fanning, Alexander,	Massachusetts,	April 14, 1809,	2d lieutenant artillery.
261	Fitzhugh, Henry W.	Dist. Columbia,	July 30, 1812,	2d lieutenant artillery, July 21, 1814.
262	Fowle, Oliver Cromwell,	Massachusetts,	April 14, 1813,	Resigned in 1814.
263	Forsyth, Robert M.	Georgia,	July 28, "	3d lieutenant artillery, March 2, 1815.
264	Fields, John C.	New York,	May 2, 1814,	Resigned in 1816.
265	Feltus, Henry I.	New York,	May 4, "	
266	Fairfax, George W.	Dist. Columbia,	May 9, "	Resigned, February 19, 1816.
267	Frost, George W.	Virginia,	July 27, "	Resigned, March 8, 1816.
268	Forrest, Charles,	Virginia,	August 4, "	Not joined.
269	Forsyth, Robert A.	Michigan,	Sept. 22, "	Resigned, February 28, 1817.
270	Fenner, William,	North Carolina,	October 1, "	Resigned, March 1, 1816.
271	Fairfax, Wilson M. C.	Dist. Columbia,	March 2, 1816,	Resigned, November, 1819.
272	Floyd, Charles,	Georgia,	July 9, "	Discharged, September 30, 1817.
273	Fillebrown, Silas B.	Massachusetts,	October 9, 1817.	
274	Fales, John W.	Massachusetts,	May 20, 1818,	Resigned, October 31, 1819.
275	Feltus, Edward.	New York,	May 20, "	Resigned, August 30, 1819.
276	Fennimore, William H.	New Jersey,	May 20, "	
277	Fulton, Jefferson H.	Pennsylvania,	May 20, "	Resigned, February 16, 1819.
278	Florance, Jacob,	Pennsylvania,	May 20, "	Not joined.
279	Folger, George W.	Massachusetts,	August 19, "	
280	Florence, William,	Pennsylvania,	March 24, 1819.	
281	Farley, John,	Michigan,	March 24, "	
282	Gates, Samuel,	- - -	March 2, 1801,	2d lieutenant artillery, March 27, 1804.
283	Gates, William,	- - -	March 2, "	2d lieutenant artillery, March 6, 1806.
284	Gratiot, Charles,	Missouri,	July 14, 1804,	2d lieutenant corps of engineers, Oct. 30, 1806.
285	Greenwood, Ethan A.	Unknown,	Unknown.	
286	Gibson, James,	- - - -	Oct. 20, 1806,	2d lieutenant artillery.
287	Griswold, James F.	Unknown,	June 15, 1808,	Dismissed August 8, 1809.
288	Gardner, George W.	Dist. Columbia,	Sept. 2, 1812,	3d lieutenant artillery, March 11, 1814.
289	Gardiner, Thomas J.	New York,	April 14, 1813,	Brevet 2d lieutenant light artillery, 1816.
290	Gardner, George W.	Massachusetts,	April 14, "	3d lieutenant light artillery, July 21, 1814.
291	Gray, Nicholas,	New York,	May 29, "	Resigned in 1816.
292	Graham, William M.	Dist. Columbia,	June 11, "	3d lieutenant artillery, July 17, 1817.
293	Graham, James D.	Virginia,	June 19, "	3d lieutenant artillery, July 17, 1817.
294	Gwynne, Thomas P.	Virginia,	June 19, "	Resigned September 30, 1818.
295	Griswold, Henry W.	Ohio,	July 28, "	3d lieutenant artillery, March 2, 1815.
296	Gibbs, George K.	New York,	Dec. 27, "	Resigned November 15, 1819.
297	Gano Aaron G.	Ohio,	Jan. 8, 1814,	3d lieutenant artillery, March 2, 1815.
298	Gordon, William W.	Georgia,	May 2, "	Brevet 3d lieutenant ordnance, March 2, 1815.
299	Griffith, Frederick L.	Virginia,	May 9, "	3d lieutenant artillery, July 17, 1817.
300	Gorham, Benjamin,	Massachusetts,	May 9, "	
301	German, Sutherland,	New York,	May 9, "	Resigned in 1817.
302	Gilbert, Henry,	New York,	June 11, "	2d lieutenant artillery, July 1, 1819.
303	Gannt, Edward S.	Virginia,	July 26, "	Brevet 2d lieutenant light artillery, 1816.
304	Gough, John,	Virginia,	August 1, "	Resigned January 1, 1817.
305	Giles, Henry P.	New York,	Nov. 7, "	2d lieutenant 5th infantry, July 24, 1818.
306	Gerry, James B.	Massachusetts,	Dec. 19, "	Resigned February 1, 1816.
307	Guerrant, Charles,	Virginia,	Aug. 24, 1815.	
308	Gaillard, Daniel S.	South Carolina,	Dec. 12, 1816,	Dropped from the rolls, February 28, 1819.
309	Grier, James,	New York,	Jan. 16, 1817.	
310	Gaillard, William W.	South Carolina,	Aug. 13, "	
311	Giles, George W.	New York,	Aug. 13, "	Not joined.
312	Grayson, Monroe,	Tennessee,	Aug. 15, "	Not joined.
313	Gird, Henry H.	New York,	Aug. 19, 1818.	
314	Gwynn, Walter,	Virginia,	Oct. 27, 1817.	
315	Graham, Campbell,	Virginia,	May 20, 1818.	
316	Graham, Alfred,	Virginia,	May 20, "	
317	Grimke, Charles F.	South Carolina,	July 21, "	Not joined.
318	Gardiner, Nathaniel,	Kentucky,	July 21, "	Resigned December 31, 1818.
319	Green, Farnifold,	North Carolina,	Nov. 6, "	Resigned October 31, 1819.
320	Green, George S.	Massachusetts,	March 24, 1819.	
321	Giles, George W.	New York,	March 24, "	Not joined.
322	Griffis, John L.	Pennsylvania,	March 24, "	Unqualified for admission.
323	Graff, Henry G.	Pennsylvania,	March 24, "	Not joined.
324	Green, William R.	Delaware,	March 24, "	Not joined.
325	Gloster, A. B.	North Carolina,	March 24, "	
326	Guion, F. L.	Mississippi,	March 24, "	
327	Goodwin, William W.	Maryland,	March 24, "	Not joined.
328	Gooding, Charles,	Mississippi,	July 1, "	
329	Heileman, Julius F.	- - -	April 14, 1803,	2d lieutenant artillery, March 6, 1806.
330	Hyght, George F.	Unknown,	March 20, 1807,	Resigned July 31, 1810.
331	Huntington, Minor,	Unknown.	March 20, "	2d lieutenant infantry, June 18, 1808.
332	Hobart, Henry A.	Dist. of Maine,	Jan. 20, 1808,	2d lieutenant light artillery.
333	Hall, Ansant,	Unknown,	June 15, "	Ensign of infantry.
334	Haxton, Milton,	Unknown,	June 15, "	Cornet light dragoons.
335	Holly, Samuel H.	Unknown,	Dec. 3, "	

C—Continued.

No.	Names.	State or Territory.	Date of appointment.	Remarks.
336	Hobart, William F.	Dist. of Maine,	Feb. 16, 1809,	2d lieutenant light artillery, January 3, 1812.
337	Humphreys, Evans.	New York,	May 19, 1813,	2d lieutenant artillery, July 21, 1814.
338	Herberger, Stephen,	Pennsylvania,	June 16, "	Resigned in 1815.
339	Hills, John,	Massachusetts,	July 31, "	3d lieutenant ordnance, March 2, 1815.
340	Hunt, Samuel,	Michigan,	May 21, 1814,	2d lieutenant 5th infantry.
341	Haviland, Benjamin,	New York,	June 7, "	Resigned August 22, 1816.
342	Hamilton, William,	New York,	June 15, "	Resigned in 1817.
343	Hall, William G.	Maryland,	June 15, "	Resigned September 30, 1819.
344	Hepburn, James S.	New York,	July 26, "	2d lieutenant artillery, July 1, 1819.
345	Hawkins, Edgar S.	New York,	July 26, "	
346	Hall, Moses,	Vermont,	July 26, "	Not joined.
347	Hutt, John,	Ohio,	Sept. 21, "	Dismissed February 28, 1818.
348	Hitchcock, Ethan A.	Vermont,	Oct. 11, "	3d lieutenant artillery, July 17, 1817.
349	Harding, Edward,	Maryland,	Oct. 15, "	2d lieutenant artillery, July 24, 1818.
350	Hickling, William,	Massachusetts,	Nov. 7, "	Not joined.
351	Hopkins, David,	New Jersey,	Nov. 8, "	Resigned September 24, 1816.
352	Harleston, John,	South Carolina,	Feb. 24, 1815,	Resigned October 4, 1816.
353	Holmes, Edward,	South Carolina,	Feb. 24, "	Not joined.
354	Hamtramck, Francis,	Illinois,	March 1, "	2d lieutenant artillery, July 1, 1819.
355	Hodgson, Joseph,	Dist. Columbia,	March 1, "	Not joined.
356	Hunter, William G.	Vermont,	Nov. 16, 1816,	Resigned April 15, 1819.
357	Holmes, Charles R.	South Carolina,	Dec. 4, "	Resigned December 15, 1819.
358	Homer, Robert,	Virginia,	Dec. 27, "	Not joined.
359	Holland, John C.	South Carolina,	Jan. 29, 1817.	
360	Hobart, Samuel A.	Massachusetts,	March 29, "	
361	Henry, Julian,	Pennsylvania,	May 12, "	
362	Hunt, Robert S.	South Carolina,	July 2, "	Resigned April 15, 1819.
363	Henshaw, James,	Virginia,	Sept. 6, "	
364	Harris, James,	Pennsylvania,	Oct. 14, "	Not joined.
365	Hobbs, Henry,	Maryland,	Nov. 18, "	
366	Harman, Thomas I.	Pennsylvania.	May 20, 1818,	Resigned October 31, 1819.
367	Holmes, Norman,	Pennsylvania,	May 20, "	Resigned August 25, 1819.
368	Harding, William H.	Virginia,	May 20, "	
369	Hunter, David,	Virginia,	May 20, "	
370	Houston, Oswald,	South Carolina,	May 20, "	Not joined.
371	Hunter, David,	Dist. Columbia,	July 21, "	
372	Hatt, Charles,	New York,	August 19, "	
373	Hewitt, John H.	New York,	August 19, "	
374	Hunter, J. W.	Pennsylvania,	August 19, "	Unqualified for admission.
375	Hamilton, J. W.	Pennsylvania,	August 19, "	Not joined.
376	Homer, R. H.	Virginia,	August 19, "	Not joined.
377	Hopson, J. D.	Vermont,	August 19, "	
378	Hovey, Edwin S.	Massachusetts,	March 24, 1819,	Not joined.
379	Holmes, Reuben,	Connecticut,	March 24, "	
380	Harris, William L.	Virginia,	March 24, "	
381	Hatch, Lemuel N.	North Carolina,	March 24, "	Not joined.
382	Hamilton, James,	Missouri,	July 1, "	
383	Holt, Charles,	New York,	July 30, "	
384	Hoffman, Henry B.	New York,	July 30, "	
385	Haines, Sidney P.	New Jersey,	August 28, "	
386	Hawley, Joel,	Connecticut,	Sept. 1, "	
387	Inderwink, Charles,	Unknown,	Nov. 23, 1807,	Discharged August 29, 1808.
388	Irivine, Armstrong,	Pennsylvania,	June 15, 1818,	2d lieutenant light artillery.
389	Inman, Henry,	New York,	May 4, 1814,	Not joined.
390	Inge, Francis,	North Carolina,	Feb. 24, 1818,	Not joined.
391	Ingalls, T. R.	New York,	August 19, "	
392	Irwin, Henry L.	North Carolina,	Sept. 30, "	Resigned August 31, 1819.
393	Jackson, Henry B.	Unknown,	March 2, 1801,	2d lieutenant artillery, April 14, 1803.
394	Jones, Maurice W.	Unknown,	Nov. 10, 1803,	Unaccounted for.
395	Johnson, Joel,	Unknown,	April 14, 1809,	Resigned May 12, 1810.
396	Jackson, Allen H.	New York,	June 24, 1813,	Resigned in 1816.
397	Johnson, Mileo,	New York,	July 22, "	3d lieutenant artillery, March 2, 1815.
398	Jacot, Daniel,	New York,	May 4, 1814,	Resigned in 1817.
399	Jameison, Titus T.	Virginia,	June 3, "	Resigned January 1, 1817.
400	Janners, William,	Virginia,	July 6, "	Resigned December 10, 1816.
401	Johnson, William,	Kentucky,	August 6, "	Resigned April 30, 1817.
402	Jones, Lucius,	Virginia,	Nov. 12, "	Resigned August 31, 1819.
403	Jackson, John J.	Virginia,	March 8, 1815,	2d lieutenant artillery, July 24, 1818.
404	Jones, John C.	Dist. Columbia,	May 10, "	Resigned November 27, 1817.
405	Johnson, Z. F.	Dist. Columbia,	July 28, "	Discharged October 31, 1818.
406	James, William H.	South Carolina,	Jan. 19, 1816,	Resigned March 31, 1818.
407	Johnson, Nathaniel,	N. Hampshire,	July 9, "	Resigned February 10, 1818.
408	James, George,	Massachusetts,	July 9, "	Not joined.
409	Johnston, Thomas,	Pennsylvania,	May 20, 1818.	
410	James, John J.	South Carolina,	May 20, "	
411	Jones, E.	Georgia,	May 20, "	Not joined.
412	Johnson, T. F.	Virginia,	July 21, "	Not joined.
413	Jones, M. A.	Massachusetts,	August 19, "	Not joined.
414	Jameison, D. J.	Louisiana,	March 24, 1819,	Not joined.
415	Jennison, Francis,	Massachusetts,	March 24, "	
416	Jackson, Robert,	New Jersey,	March 24, "	
417	Kelly, John S.	Unknown,	Nov. 6, 1804,	Resigned November 30, 1806.
418	Ketchum, Thomas,	Unknown,	June 15, 1805,	2d lieutenant light artillery.
419	Kingsbury, Lawson,	Unknown,	June 15, "	Resigned May 31, 1809.
420	Kerr, Eli W.	Ohio,	Dec. 25, 1813,	Resigned November 7, 1817.

C—Continued.

No.	Names.	State or Territory.	Date of appointment.	Remarks.
421	Kirk, John C.	New York,	Feb. 5, 1814,	3d lieutenant artillery, July 17, 1817.
422	Karrick, George O.	Maryland,	March 17, "	Resigned in 1817.
423	Kirtland, Ambrose,	New York,	April 7, "	Resigned in 1816.
424	Kinsley, Zebina J. D.	New York,	April 12, "	2d lieutenant light artillery, July 1, 1819.
425	Keppele, John H.	Pennsylvania,	July 9, "	Resigned in 1818.
426	Kerr, William H.	Dist. Columbia,	Feb. 24, 1815,	Resigned August 31, 1819.
427	Kitridge, William,	Massachusetts,	July 9, 1816,	Not joined.
428	Kennedy, Samuel,	Tennessee,	Jan. 6, 1817,	Resigned May 15, 1819.
429	Krause, David,	Pennsylvania,	July 21, 1818,	Not joined.
430	Kingsbury, Julius J. B.	Connecticut,	March 24, 1819.	
431	Knaggs, George,	Michigan,	March 24, "	Declined.
432	Kinnard, Andrew,	Pennsylvania,	June 24, "	
433	Kingsbury, James W.	Connecticut,	August 28, "	
434	King, George W.	Unknown,	August 28, "	Not joined.
435	Levy, Simon M.	Unknown,	March 2, 1801,	2d lieutenant corps of engineers, Oct. 12, 1802.
436	Lillie, John,	Unknown,	Dec. 24, "	2d lieutenant artillery, May 1, 1803.
437	Livingston, John,	Unknown,	June 7, 1802,	Unaccounted for.
438	Lewis, Frederick,	New York,	Jan. 25, 1803,	2d lieutenant corps of engineers, July 6, 1812.
439	Louiner, Louis,	Missouri,	July 15, 1804,	2d lieutenant infantry, November 14, 1806.
440	Louiner, Auguste,	Missouri,	Nov. 22, "	Resigned in 1806.
441	Lucas, Robert,	Unknown,	Dec. 29, "	2d lieutenant artillery, November 14, 1806.
442	Leonard, Luther,	Massachusetts,	October 9, 1806,	2d lieutenant artillery.
443	Larraby, Adam,	Connecticut,	Jan. 18, 1808,	2d lieutenant light artillery.
444	Lillington, John A.	Unknown,	March 8, "	Resigned April 1, 1810.
445	Loomis, Gustavus,	Vermont,	June 15, 1818,	2d lieutenant artillery.
446	Leffingwell, William C.	Unknown,	April 14, 1809,	Resigned March 31, 1810.
447	Loring, Henry H.	Massachusetts,	April 14, 1813,	2d lieutenant light artillery, July 24, 1818.
448	Lowe, Bradley, S. A.	Dist. Columbia,	May 7, "	3d lieutenant light artillery, July 21, 1814.
449	Loring, Nathaniel H.	Massachusetts,	May 8, "	Resigned November 15, 1819.
450	Lendrum, Thomas W.	Dist. Columbia,	June 16, "	3d lieutenant artillery, March 2, 1815.
451	Leslie, Thos. Jefferson,	Pennsylvania,	July 5, "	Brev. 2d lieut. corps of engineers, Mar. 4, 1815.
452	Longstreet, William,	Georgia,	July 28, "	Not joined.
453	Lee, Alfred,	Virginia,	January 8, 1814,	Resigned January 31, 1817.
454	Lee, Richard B.	Virginia,	May 7, "	2d lieutenant artillery, July 17, 1817.
455	Little, Edwin E.	Maryland,	May 9, "	Resigned August 25, 1817.
456	Lamb, John,	New York,	May 9, "	Resigned May 31, 1816.
457	Lambert, Edward J.	Dist. Columbia,	July 13, "	3d lieutenant artillery, July 17, 1817.
458	Livingston, Edward,	New York,	June 3, "	Resigned in 1817.
459	Livingston, Morgan,	New York,	July 26, "	Resigned July 15, 1817.
460	Lagnell, Julius,	New York,	July 26, "	
461	Letcher, John,	Kentucky,	October 31, "	Not joined.
462	Leib, George,	Pennsylvania,	Feb. 8, 1815,	Resigned September 24, 1816.
463	Lindsay, William C.	Pennsylvania,	March 4, "	Deserted in 1815.
464	Linday, George F.	Dist. Columbia,	March 8, "	
465	Lacy, Robert A.	Virginia,	Dec. 2, "	Resigned August 31, 1818.
466	L'Engle, John C.	South Carolina,	Dec. 9, "	2d lieutenant artillery, July 1, 1819.
467	Lowe, Vincent M.	New York,	Jan. 17, 1816,	Killed January 1, 1817, by accidental discharge
468	Lacock, Dryden,	Pennsylvania,	Jan. 17, "	Died October 16, 1818. [of a 32 pounder.
469	Lowndes, Rawlins,	South Carolina,	May 1, "	
470	Long, Armistead,	Virginia,	Nov. 27, "	
471	Lowndes, Thomas O.	South Carolina,	Dec. 12, "	Resigned August 31, 1819.
472	Lacey, Westwood,	Virginia,	Dec. 27, "	
473	Laurence, Lewis B.	Virginia,	August 18, 1817,	Not joined.
474	Latrobe, John H.	Pennsylvania,	Dec. 3, "	
475	Lincoln, Albert,	Connecticut,	May 20, 1818.	
476	Lee, Francis,	Pennsylvania,	May 20, "	
477	Lassell, Francis,	Indiana,	July 21, 1818,	Unqualified for admission.
478	Lanck, J. D.	Pennsylvania,	August 19, "	Resigned, 31st October, 1819.
479	Lee, C. L.	Kentucky,	August 19, "	
480	Lithgow, Frederick,	Massachusetts,	March 24, 1819,	Not joined.
481	Lewis, William L.	Virginia,	March 24, "	
482	Lee, Stephen,	South Carolina,	March 24, "	
483	Lowry, John,	Kentucky,	March 24, "	Unqualified for admission.
484	Larraby, Timothy,	Connecticut,	March 24, "	Not joined.
485	Lorenzo, Thomas,	Delaware,	Sept. 1, "	2d lieutenant corps of engineers.
486	Macomb, Alexander,	New Jersey,	Unknown,	2d lieutenant corps of engineers, July 1, 1805.
487	McRee, William,	North Carolina,	April 14, 1803,	Resigned, September 3, 1816.
488	Macomb, William,	New Jersey,	Unknown,	Unacounted for.
489	Mabson, Samuel,	North Carolina,	- -	Unaccounted for.
490	Martin, Henry L.	- -	- -	Ensign of infantry, June 18, 1808.
491	Mason, Milo,	Vermont,	March 20, 1807,	Ensign 1st regiment of infantry.
492	Marsh, Ormond,	Unknown,	Dec. 3, "	2d lieutenant light artillery, January 3, 1818.
493	Murdock, Francis B.	Unknown,	June 15, 1808,	2d lieutenant artillery, January 24, 1809.
494	Magee, Augustus Wm.	Massachusetts,	June 15, "	2d lieutenant 3d infantry, January 3, 1812.
495	Mauley, George,	Unknown,	Oct. 5, "	3d lieutenant 1st reg. artillery, March 11, 1814.
496	Merchant, Charles,	New York,	Sept. 7, 1812,	3d lieutenant 1st reg. artillery, March 11, 1814.
497	Monroe, John,	New York,	Oct. 12, "	2d lieutenant artillery, July 24, 1818.
498	Mackenzie, Samuel,	North Carolina,	April 14, 1813,	2d lieutenant 8th infantry, July 1, 1819.
499	Mackenzie, John,	North Carolina,	April 14, "	Dismissed in 1813.
500	M'Laughlin, William,	New York,	May 24, 1813,	Died in 1818.
501	McIntire, William,	Dist. Columbia,	June 11, "	Dismissed in 1813.
502	Morgan, Stanley G.	New York,	April 14, "	Resigned October 31, 1818.
503	Marston, Ward,	Massachusetts,	July 7, "	3d lieutenant artillery, March 2, 1815.
504	Monroe, James,	Virginia,	Sept. 3, "	Dismissed June 15, 1814.
505	Macburnie, James L.	New York,	Nov. 30, "	2d lieutenant corps of engineers, March 4, 1815.

C—Continued.

No.	Names.	State or Territory.	Date of appointment.	Remarks.
506	Middleton, Henry,	South Carolina,	Dec. 24, 1813,	2d lieutenant corps of engineers, March 4, 1815.
507	Morton, Edmund,	New York,	May 9, 1814,	Resigned, May 15, 1819.
508	Morton, Alexander,	New York,	May 9, "	
509	McKesson, William A.	New York,	June 7, "	Resigned, August 27, 1816.
510	Maull, Benedict,	Dist. Columbia,	July 1, "	Resigned, November 8, 1817.
511	Malcolm, William G.	Massachusetts,	July 26, "	2d lieutenant 8th infantry, July 1, 1817.
512	McNeill, William G.	North Carolina,	July 26, "	3d lieutenant artillery, July 17, 1819.
513	MacMillen, Samuel,	Georgia,	July 26, "	Not joined.
514	M'Donald, Angus W.	Virginia,	July 30, "	3d lieutenant artillery, July 17, 1817.
515	Muschett, W.	Delaware,	Sept. 28, "	Not joined.
516	Mulhallon, Daniel,	Pennsylvania,	Oct. 7, "	Resigned, February 3, 1818.
517	Maitland, William S.	New York,	Oct. 11, "	
518	Morris, William W.	New York,	Oct. 27, "	
519	McRee, Samuel,	North Carolina,	Feb. 24, 1815.	
520	Mellen, Richard,	Georgia,	March 8, "	Resigned, October 17, 1817.
521	McLellan, William B.	Tennessee,	March 8, "	Resigned, February 3, 1819.
522	McArthur, Thomas J.	Ohio,	April 15, "	
523	Mansfield, Edward D.	New York,	May 10, "	2d lieutenant corps of engineers, July 1, 1819.
524	Marshall, Charles,	Virginia,	May 10, "	Resigned, November 18, 1817.
525	Morris, Lewis,	New York,	August 25, "	
526	Mason, Thomas,	Virginia,	Feb. 5, 1816,	Resigned, December 1, 1817.
527	Madison, Ambrose,	Virginia,	July 9, "	2d lieutenant marines, 1817.
528	Myers, Jefferson,	Dist. Columbia,	Dec. 14, "	
529	Mead, Henry S.	Massachusetts,	Feb. 1, 1817,	Resigned, August 31, 1818.
530	Morris, Thompson,	Ohio,	Feb. 14, "	
531	Mansfield, Joseph,	Connecticut,	Sept. 4, "	
532	Montgomery, David M.	Tennessee,	Sept. 11, "	Not joined.
533	McKoy, John,	Kentucky,	Oct. 9, "	Resigned, September 1, 1818.
534	Moniac, David,	Mississippi,	Dec. 25, "	
535	Moore, John P.	Kentucky,	Jan. 8, 1818,	Unqualified for admission.
536	Mills, James K.	Massachusetts,	May 20, "	Declined.
537	Morris, Gouverneur,	New York,	May 20, "	
538	Morrison, John B.	New York,	May 20, "	Unqualified for admission.
539	McCall, George C.	Pennsylvania,	May 20, "	
540	McCormic, P.	Georgia,	May 20, "	
541	Macomb, Jasper,	New Jersey,	July 21, "	
542	Miller, Albert S.	Tennessee,	July 21, "	
543	McLain, George W.	New York,	August 19, "	
544	Millard, H.	New York,	August 19, "	Not joined.
545	McCauley, J.	Maryland,	August 19, "	Not joined.
546	Massey, Elijah,	Maryland,	August 19, "	
547	Miles, D. S.	Maryland,	August 19, "	
548	McNamara, Thomas,	Virginia,	August 19, "	
549	Mason, Enoch,	Virginia,	August 19, "	
550	McMillen, A.	Massachusetts,	March 24, 1819.	
551	Morrison, John B.	New York,	March 24, "	Unqualified for admission.
552	McCullough, William,	Pennsylvania,	March 24, "	
553	McCartney, John,	Virginia,	March 24, "	
554	McDonald, Edward C.	Virginia,	March 24, "	
555	Moore, John,	Virginia,	March 24, "	
556	Mordecai, Alfred,	Virginia,	March 24, "	
557	Marshall, Charles,	South Carolina,	March 24, "	Not joined.
558	McCall, James S.	South Carolina,	March 24, "	Resigned, 15th October, 1819.
559	Noah, Samuel,	Unknown,	May 5, 1807,	Ensign of infantry, December 9, 1807.
560	Newman, Samuel,	- -		Unaccounted for.
561	Newton, Edwin,	Dist. Columbia,	June 24, 1813,	Resigned, September 21, 1816.
562	Noel, Thomas,	Maryland,	May 25, 1814.	
563	Nicholson, Edward L.	Maryland,	May 25, "	Resigned, October 31, 1819.
564	Nelson, J.	New York,	June 11, "	Not joined.
565	Newton, William S.	Dist. Columbia,	July 1, "	2d lieutenant light artillery, July 22, 1818.
566	Newton, James,	Virginia,	July 6, "	Resigned, October 29, 1817.
567	Nichols, William H.	New York,	July 26, "	Not joined.
568	Nixon, Richard,	North Carolina,	Feb. 28, 1815.	Resigned, November 8, 1817.
569	Nichols, John,	New York,	May 25, "	
570	Newell, John E.	North Carolina,	Sept. 1, 1818.	
571	Nute, Levi,	New Hampshire,	March 24, 1819.	
572	Nauman, George,	Pennsylvania,	March 24, 1819.	
573	Neville, Francis,	Ohio,	March 24, 1819,	Not joined.
574	Newman, R.	Virginia,	Sept. 1, "	
575	Osgood, Nathan W.	Unknown,	June 15, 1808,	2d lieutenant artillery, 3d January, 1812.
576	Osborne, S. M.	Unknown,	June 15, "	Ensign of infantry.
577	Ogden, Cornelius,	New Jersey,	May 14, 1813,	2d lieutenant corps of engineers, 1st July, 1819.
578	Oakley, William J.	New York,	May 18, 1814,	Resigned, 31st October, 1819.
579	Orr, William B.	Kentucky,	Sept. 20, "	Not joined.
580	Orr, John D. W.	Kentucky,	Sept. 20, "	3d lieutenant artillery, 17th July, 1817.
581	Ogden, Thomas A.	New Jersey,	Oct. 11, "	Not joined.
582	O'Neale, William,	Dist. Columbia,	March 2, 1815,	Resigned, 1st April, 1818.
583	O'Neale, Robert,	Dist. Columbia,	March 2, "	Resigned, 19th November, 1817.
584	O'Fling, Edmund,	New York,	May 10, "	Resigned, 5th August, 1817.
585	Orr, William B.	Kentucky,	Nov. 26, 1817,	Unqualified for admission.
586	Porter, Ambrose,	Unknown,	March 2, 1801,	Resigned, 28th February, 1802.
587	Proveaux, Joseph,	Unknown,	Dec. 2, "	2d lieutenant artillery, 14th November, 1806.
588	Partridge, William,	Vermont,	Dec. 13, 1805,	2d lieutenant corps of engineers, Oct. 30, 1806.
589	Partridge, Alden,	Vermont,	Dec. 14, "	2d lieutenant corps of engineers, Oct. 30, 1806.
590	Post, Justis,	Vermont,	Oct. 9, 1806,	2d lieutenant artillery, 9th December, 1807.

C—Continued.

No.	Names.	State or Territory.	Date of appointment.	Remarks.
591	Peters, George P.	N. Hampshire,	Dec. 3, 1807,	Ensign of infantry, 18th June, 1808.
592	Pike, George W.	Unknown,	Jan. 20, 1818,	Dismissed, 10th September, 1810.
593	Payne, Asa,	Unknown,	April 14, 1809,	Resigned, 24th May, 1810.
594	Partridge, Milton,	Vermont,	March 11, 1813,	Resigned, 1st October, 1817.
595	Parkhurst, Jabez,	Vermont,	July 21, "	3d lieutenant light artillery, 21st July, 1814.
596	Pooler, Robert W.	Georgia,	Dec. 27, "	Brevet 2d lt. corps of engineers, March 4, 1815.
597	Porter, Giles,	New York,	April 7, 1814,	2d lieutenant artillery, 24th July, 1818.
598	Patten, Isaac Roberdeau,	Virginia,	May 14, "	Not joined.
599	Polk, Edward,	Dist. Columbia,	June 28, "	Deserted, December, 1816.
600	Pleasonton, John H.	Dist. Columbia,	July 7, "	Resigned, 7th October, 1817.
601	Payne, John,	Kentucky,	Aug. 6, "	Resigned, 25th February, 1818.
602	Pratt, John,	Kentucky,	Sept. 20, "	2d lt. 1st regiment infantry, July 24, 1818.
603	Parker, Charles,	South Carolina,	Sept. 21, "	Resigned, 30th April, 1817.
604	Picken, John C.	North Carolina,	March 1, 1815,	Resigned, 28th April, 1817.
605	Pinckney, Edward,	South Carolina,	May 10, "	Resigned, 31st March, 1818.
606	Pintland, Joseph,	Pennsylvania,	Dec. 27, 1816.	
607	Prince, Charles G.	Vermont,	Aug. 15, 1817.	
608	Prescott, Jonathan,	Massachusetts,	Oct. 9, "	
609	Purviance, ——	Maryland,	Oct. 27, "	Not joined.
610	Pickett, John C.	New York,	May 20, 1818.	
611	Pieres, Edward J.	Kentucky,	May 20, "	Resigned, 31st October, 1819.
612	Porter, D. M.	Tennessee,	July 21, "	
613	Page, J.	Massachusetts,	Aug. 19, "	Not joined.
614	Philips, Joseph A.	New Jersey,	Aug. 19, "	
615	Pearson, Benjamin C.	North Carolina,	Sep. 2, "	Resigned, 31st October, 1819.
616	Parks, Martin,	North Carolina,	Sep. 2, "	Not joined.
617	Pearson, Rensselaer,	New York,	March 24, 1819.	
618	Phillips, Elias,	New Jersey,	March 24, "	
619	Poindexter, Robert A.	Mississippi,	March 24, "	Not joined.
620	Picton, John,	New York,	Sept. 1, 1819.	
621	Rathbone, Samuel B.	Unknown,	June, 1803,	2d lieutenant artillery, 13th June, 1808.
622	Roberts, Athens,	Unknown,	March 20, 1807,	2d lieutenant artillery, 12th December, 1808.
623	Roberts, Erastus,	Unknown,	Dec. 3, 1817.	Resigned, April, 1809.
624	Randall, Theodore.	Unknown,	April 20, 1808,	Unaccounted for.
625	Ronan, George,	Unknown,	June 15, "	Ensign 1st regiment of infantry.
626	Randolph, Thomas B.	Unknown,	Oct. 14, "	2d lieutenant light artillery, 3d January, 1812.
627	Ripley, James,	Connecticut,	May 8, 1813,	2d lieutenant artillery, 1st June, 1814.
628	Rigal, William,	New York,	May 29, "	3d lieutenant ordnance, 2d March, 1815.
629	Robinson, Thomas,	Unknown,	Oct. 4, "	Not joined.
630	Renwick, William,	New York,	Dec. 27, "	Resigned, in 1816.
631	Rivardi, Lewis,	Pennsylvania,	March 22, 1814,	Resigned, 31st October, 1818.
632	Russell, John C.	Massachusetts,	May 9, "	2d lieutenant light artillery, 24th July.
633	Ramsay, George D.	Dist. Columbia,	May 14, "	
634	Rupp, Joseph D.	Massachusetts,	July 26, "	2d lieutenant light artillery, 1st July, 181
635	Rodgers, James,	New York,	Sept. 14, "	Resigned, in 1815.
636	Roumfort, Augustus L.	Pennsylvania,	Sept. 26, "	2d lieutenant marines, April, 1817.
637	Reed, Alexander,	Delaware,	Oct. 5, "	Resigned, in 1815.
638	Ringold, Samuel,	Maryland,	Oct. 24, "	2d lieutenant artillery, 24th July, 1818.
639	Ruden, Jacques,	New York,	Oct. 27, "	Resigned, 30th November, 1818.
640	Ringold, James,	Maryland,	Nov. 12, "	Resigned, 22d March, 1816.
641	Rodney, Thomas,	Delaware,	Sept. 20, "	Resigned, 15th February, 1819.
642	Rodgers, Jason,	New York,	Feb. 24, 1815.	
643	Ramsay, Andrew,	Dist. Columbia,	March 3, "	Resigned, 1st January, 1817.
644	Ragland, Thomas,	Virginia,	Aug. 9, "	Resigned, November, 1819.
645	Rutledge, Francis,	South Carolina,	Jan. 24, 1816,	Declined.
646	Risley, David,	New Jersey,	July 25, "	Resigned, 31st August, 1818.
647	Ross, Edward C.	Pennsylvania,	Dec. 14, "	
648	Rowland, Robert,	South Carolina,	Dec. 14, "	Resigned, 31st October, 1818.
649	Robertson, Perkins,	Tennessee,	Dec. 26, "	Not joined.
650	Robinson, Prescott,	Massachusetts,	Dec. 27, "	Dismissed, 14th April, 1818.
651	Ratcliff, Charles,	Connecticut,	Dec. 27, "	
652	Rose, William,	New York,	Sept. 26, 1817.	
653	Root, Edward E.	Ohio,	May 20, 1818.	
654	Roberts, William,	Pennsylvania,	July 21, "	Not joined.
655	Rutledge, Frederick,	South Carolina,	July 21, "	Not joined.
656	Ross, James,	Dist. Columbia,	July 21, "	Resigned, 31st October, 1818.
657	Reynolds, J. G.	New York,	Aug. 19, "	
658	Rhodes, Henry,	Dist. Columbia,	Aug. 19, "	Not joined.
659	Rodney, Charles,	Unknown,	Aug. 19, "	Resigned, 3d February, 1819.
660	Radcliffe, Alexander H.	New York,	March 24, 1819.	
661	Richards, George C.	New York,	March 24, "	
662	Reynolds, William,	Delaware,	March 24, "	
663	Richardson, A.	Vermont,	March 24, "	
664	Robinson, ——,	Mississippi,	March 24, "	Not joined.
665	Russell, William,	Vermont,	March 24, "	Not joined.
666	Romayne, Washington,	New York,	March 24, "	Not joined.
667	Swift, Joseph G.	Massachusetts,	May 12, 1800,	2d lieutenant corps of engineers, Oct. 12, 1802.
668	Smith, Nathan,	Unknown,	March 6, 1806,	Unaccounted for.
669	Smith, James,	Unknown,	June 8, 1807,	Dismissed, 11th May, 1808.
670	Sands, Abraham L.	Unknown,	June 15, 1808,	2d lieutenant artillery.
671	Strong, Joel,	Unknown,	June 15, "	Resigned, 1st April, 1810.
672	Smith, Ezra,	Unknown,	June 15, "	2d lieutenant artillery.
673	Smith, William W.	Unknown,	April 14, 1809,	2d lieutenant light artillery.
674	Sumpter, William,	Unknown,	Jan. 18, 1810,	2d lieutenant light artillery, January 3, 1812.
675	Spencer, James,	Kentucky,	Jan. 1, 1812,	3d lieutenant artillery, 17th July, 1817.

C—Continued.

No.	Names.	State or Territory.	Date of appointment.	Remarks.
676	Staats, Gerrett B.	New York,	May 10, 1813,	Dismissed in 1814.
677	Swift, William H.	Massachusetts,	April 14, 1813,	2d lieutenant artillery, July 1, 1819.
678	Sugget, Thomas,	Kentucky,	- -	Not joined.
679	Scott, Robert J.	Virginia,	May 8, "	3d lieutenant artillery, March 2, 1815.
680	Smith, Henry,	New York,	May 28, "	3d lieutenant artillery, March 2, 1815.
681	Smott, Alexander,	Virginia,	June 11, "	Resigned, June 5, 1816.
682	Swift, George W.	District of Col.	June 16, "	Resigned, January 1, 1817.
683	Sloo, John Roe,	Ohio,	June 25, "	3d lieutenant, artillery, March 2, 1815.
684	Smoot, Joseph,	Maryland,	July 8, "	Resigned, January 1, 1817.
685	Stephenson, Thomas,	District of Col.	July 9, "	2d lieutenant artillery, July 21, 1814.
686	Strong, Jasper,	Vermont,	July 13, "	2d lieutenant 8th infantry, July 1, 1819.
687	Stone, David,	North Carolina,	July 27, "	Not joined.
688	Simonson, James,	New York,	August 7, "	3d lieutenant ordnance, March 2, 1815.
689	Symington, John,	Maryland,	Sept. 10, "	3d lieutenant ordnance, March 2, 1815.
690	Spencer, Alexander,	New York,	January 5, 1814,	Resigned in 1816.
691	Spencer, Theodore,	New York,	January 5, "	Resigned in 1816.
692	Smith, John,	Massachusetts,	January 8, "	Not joined.
693	Stubbs, James R.	Ohio,	January 8, "	Brevet 2d lieutenant light artillery, 1816.
694	Sears, Sylvanus,	New York,	April 7, "	Not joined.
695	Sickles, Ethan C.	New York,	May 9, "	2d lieutenant light artillery, July 1, 1819.
696	Shearer, William,	Massachusetts,	June 2, "	Resigned in 1816.
697	Slye, Robert A.	Maryland,	June 15, "	Resigned, October 1, 1816.
698	Schwartze, John,	Maryland,	July 19, "	Resigned January 1, 1817.
699	Sudler, Thomas G.	Maryland,	July 21, "	
700	Stoddart, Elijah,	Massachusetts,	July 26, "	Resigned, October 31, 1818.
701	Symington, Thomas,	Maryland,	July 30, "	Resigned, January 1, 1817.
702	Story, Frederick W. C.	Massachusetts,	August 3, "	Resigned, 1815.
703	Skinner, Aaron B.	New York,	August 3, "	
704	Smith, Samuel S.	Delaware,	Nov. 11, "	2d lieutenant artillery, July 24, 1818.
705	Simmons, Charles,	District of Col.	Dec. 22, "	Resigned, November 8, 1817.
706	Skyes, William E.	New York,	Feb. 24, 1815,	Resigned May 6, 1817.
707	Strong, Joseph,	New York,	Feb. 24, "	2d lieutenant artillery, July 24, 1818.
708	Stoddart, Christopher,	Maryland,	May 10, "	Not joined.
709	Swan, Edward,	District of Col.	June 16, "	Resigned, September 2, 1816.
710	Smith, John M.	Ohio,	July 10, "	Not joined.
711	Spearing, Charles F.	Pennsylvania,	July 22, 1816,	Not joined.
712	Scott, John F.	New York,	Dec. 14, "	
713	Scott, William J.	Virginia,	August 5, 1817.	
714	Stith, William,	Kentucky,	June 14, "	
715	Scott, John B.	Connecticut,	Sept. 9, "	
716	Stickney, George,	N. Hampshire,	April 19, 1818,	Resigned, February 15, 1819.
717	Searle, Frederick,	Massachusetts,	May 20, "	
718	Shaw, Charles B.	New York,	May 20, "	
719	Snelling, Joseph,	New York,	May 20, "	
720	Shuler, John J.	Pennsylvania,	May 20, "	
721	Shales, George V.	Pennsylvania,	May 20, "	Resigned, August 24, 1818.
722	Strachel, Alexander S.	Virginia,	May 20, "	Unqualified for admission.
723	Stevenson, James R.	Virginia,	May 20, "	
724	Satterwaithe, Man,	Kentucky,	May 20, "	
725	Sever, James W.	Massachusetts,	July 21, "	Declined.
726	Stuart, Richard H.	District of Col.	August 14, "	
727	Smith, Charles G.	Connecticut,	August 19, "	
728	Slaughter, D. C.	Kentucky,	August 19, "	Not joined.
729	Scott, James,	North Carolina,	August 19, "	
730	Shepard, John S.	North Carolina,	August 19, "	Not joined.
731	Smith, Constantine,	New York,	Nov. 6, "	Resigned, August 31, 1819.
732	Smith, Jonathan,	N. Hampshire,	March 24, 1819,	Not joined.
733	Seavey, Edwin,	Massachusetts,	March 24, "	
734	Stone, John G.	New Jersey,	March 24, "	
735	Swearingen, Joseph H.	Virginia,	March 24, "	
736	Southerland, Samuel,	North Carolina,	March 24, "	
737	Saxon, Lydall,	South Carolina,	March 24, "	
738	Smith, John R.	New York,	March 24, "	
739	Stout, N. B.	Kentucky,	March 24, "	
740	Stephenson, James,	Illinois,	March 24, "	Not joined.
741	Shreeve, Ralph R.	New Jersey,	Sept. 2, "	
742	Stevenson, J. B.	Unknown,	Sept. 2, "	Not joined.
743	Totten, Joseph G.	Connecticut,	Nov. 4, 1802,	2d lieutenant corps of engineers, July 1, 1805.
744	Thayer, Sylvanus,	Massachusetts,	March 20, 1807,	2d lieutenant corps of engineers, Feb. 28, 1808.
745	Templeman, George,	- -	Oct. 10, 1808,	2d lieutenant light artillery, 3d January, 1812.
746	Thompson, Alexander,	New York,	Nov. 21, 1810,	2d lieutenant 3d infantry, 6th inf. Jan. 3, 1212.
747	Trescott, George,	South Carolina,	March 11, 1813,	2d lieutenant corps of engineers, Oct. 10, 1813.
748	Taylor, William B. G.	North Carolina,	April 14, "	Resigned in 1815.
749	Thruston, Charles M.	District of Col.	June 8, "	2d lieutenant artillery, July 21, 1814.
750	Turner, Daniel,	North Carolina,	July 19, "	2d lieutenant artillery, July 21, 1814.
751	Tompkins, Augustus,	New York,	January 5, 1814,	Resigned in 1816.
752	Tompkins, Stephen,	New York,	January 5, "	Not joined.
753	Tufts, John M.	New York,	May 4, "	
754	Tompkins, Daniel D.	New York,	May 14, "	
755	Taylor, Robert B.	Maryland,	July 21, "	Resigned, December 16, 1816.
756	Turnbull, William,	Maryland,	August 3, "	2d lieutenant corps of artillery, July 1, 1819.
757	Taliaferro, Hay,	Virginia,	October 27, "	Resigned, December 15, 1817.
758	Taliaferro, Nabon,	Virginia,	October 27, "	Not joined.
759	Tilghman, Thomas,	Maryland,	Nov. 12, "	Dismissed, August 31, 1818.
760	Talcott, Andrew,	Connecticut,	March 14, 1815,	2d lieut. corps of eng. by brevet, July 1, 1819.

C—Continued.

No.	Names.	State or Territory.	Date of appointment.	Remarks.
761	Thompson, Henry A.	Maryland,	May 10, 1815,	2d lieutenant artillery, July 1, 1819.
762	Tayloe, Edward J.	District of Col.	May 16, "	Not joined.
763	Talmadge, George W.	Connecticut,	July 9, 1816.	
764	Taylor, Daniel,	Connecticut,	July 9, "	2d lieutenant light artillery, July 1, 1819.
765	Tuttle, Stephen,	New Jersey,	Dec. 12, "	
766	Tennant, Charles,	South Carolina,	Dec. 27, "	Not joined.
767	Trenor, Eustis,	Vermont,	August 15, 1817.	
768	Taylor, George,	Virginia,	October 7, "	
769	Tyler, Nathaniel,	Virginia,	Nov. 18, "	
770	Thruston, Robert A.	District of Col.	Nov. 19, "	
771	Turner, John B.	New York,	May 20, 1818,	Not reported.
772	Thompson, Edward,	New York,	May 20, "	
773	Taliaferro, Musco G.	Virginia,	May 20, "	
774	Taliaferro, William,	Virginia,	May 20, "	Not joined.
775	Trimble, Isaac,	Kentucky,	May 20, "	
776	Thompson, William B.	New York,	August 19, "	Not joined.
777	Tilton, E. G.	Delaware,	August 19, "	
778	Thompson, J.	Maryland,	August 19, "	Not joined.
779	Tyler, H. B.	Virginia,	August 19, "	
780	Tresevant, Peter D.	South Carolina,	August 19, "	
781	Trist, N. P.	Tennessee,	Sept. 12, 1818.	
782	Thompson, William B.	New York,	March 24, 1819.	
783	Thomas, Owen,	Louisiana,	March 24, "	Not joined.
784	Trezeville, Richard D.	South Carolina,	July 1, "	
785	Thomas, Lorenzo,	Delaware,	Sept. 1, "	
786	Vincent, Paschal,	Missouri,	July 14, 1804,	2d lieutenant artillery, March 6, 1806.
787	Vallé, Lewis,	Missouri,	Jan. 11, 1805,	2d lieutenant artillery.
788	Villard, Hippolite H.	District of Col.	July 9, 1806,	2d lieutenant light artillery.
789	Vandeventer, Christ.	New York,	Jan. 2, 1808,	2d lieutenant artillery.
790	Vandeventer, M. F.	New York,	June 17, 1813,	3d lieutenant artillery, March 2, 1815.
791	Vanderburg, William,	Indiana,	July 13, "	Resigned in 1816.
792	Underhill, Frederick,	New York,	April 7, 1814,	2d lieutenant corps of engineers, July 1, 1819.
793	Van Wycke, William H.	Maryland,	May 3, "	Resigned in 1818.
794	Vinton, John R.	Rhode Island,	May 4, "	3d lieutenant artillery, July 17, 1817.
795	Valleau, Ming,	New York,	August 10, "	Resigned, November 8, 1817.
796	Vining, Charles R.	Delaware,	Feb. 24, 1815,	Resigned, November 15, 1819.
797	Vining, Benjamin C.	Delaware,	Feb. 24, "	3d lieutenant ordnance, July 24, 1818.
798	Vail, Jefferson,	District of Col.	August 15, 1817.	
799	Vinton, David H.	Rhode Island,	May 20, 1818.	
800	Voorhees, Silsby,	Pennsylvania,	May 20, "	Not joined.
801	Vose, Henry,	Massachusetts,	March 24, 1819.	
802	Willard, Prentiss,	- - -	Oct. 30, 1803,	2d lieutenant corps of engineers, Oct. 30, 1806.
803	Whyte, Mathew N.	- - -	Nov. 6, 1804,	Unaccounted for.
804	Williams, Alexander J.	Pennsylvania,	May 15, 1805,	2d lieutenant corps of engineers, July 23, 1810.
805	Williams, Henry I.	Pennsylvania,	May 15, "	Resigned, July 23, 1812.
806	Wood, Eleazer D.	New York,	May 17, "	2d lieutenant corps of engineers, Oct. 30, 1806.
807	Windham, John B.	Unknown,	May 27, "	2d lieutenant artillery, November 14, 1806.
808	Wolcott, Henry,	Unknown,	April 13, 1808,	Dismissed, August, 1810.
809	White, Henry C.	Unknown,	June 15, "	Dismissed, July 31, 1810.
810	Willcocks, Joseph N.	Unknown,	June 15, "	2d lieutenant 3d infantry, January 3, 1812.
811	Wright, John,	Vermont,	May 22, 1812,	2d lieutenant corps of engineers, March, 1814.
812	Webber, John A.	Massachusetts,	April 14, 1813,	2d lieutenant light artillery, 1816.
813	Wetmore, Samuel W.	Massachusetts,	April 14, "	2d lieutenant artillery, July 21, 1814.
814	Wells, William,	Massachusetts,	May 17, "	3d lieutenant light artillery, July 21, 1814.
815	Williams, Wolvert,	New York,	May 22, "	3d lieutenant ordnance, March 2, 1815.
816	Word, James,	North Carolina,	July 7, "	Not joined.
817	Washington, George A.	District of Col.	July 13, "	
818	Willard, Simon,	Massachusetts,	July 29, "	3d lieutenant ordnance, March 2, 1815.
819	Wendell, Abraham,	New York,	Sept. 2, "	3d lieutenant artillery, March 2, 1815.
820	Webb, Bloomfield,	New York,	Nov. 30, "	Resigned in 1815.
821	Welsh, William H.	New York,	May 4, 1814,	Resigned in 1815.
822	Weed, William B.	New York,	May 9, "	Resigned, August 31, 1819.
823	Winder, John H.	Maryland,	May 11, "	
824	Whistler, George W.	Michigan,	May 11, "	2d lieutenant artillery, July 1, 1819.
825	Watson, Charles M.	New York,	June 2, "	Resigned in 1817.
826	Wright, Robert,	Maryland,	June 9, "	Resigned, June 4, 1818.
827	Webb, George,	Maryland,	July 2, "	2d lieutenant artillery, July 24, 1818.
828	Walker, James H.	North Carolina,	July 26, "	Resigned, September 15, 1816.
829	Wallace, John R.	Virginia,	Sept. 28, "	Resigned, January 31, 1817.
830	Whetcroft, William,	Maryland,	Oct. 24, "	2d lieutenant marines, June 10, 1817.
831	Washington, John M.	Virginia,	Oct. 24, "	3d lieutenant artillery, July 17, 1817.
832	Webster, Horace,	Vermont,	Oct. 24, "	2d lieutenant 3d infantry, July 24, 1818.
833	Wyant, Henry,	Indiana,	Oct. 24, "	Not joined.
834	Worthington, James D.	Ohio,	Nov. 5, "	Resigned, June 30, 1819.
835	White, Richard M.	South Carolina,	Feb. 8, 1815,	Brevet 2d lieutenant light artillery, 1817.
836	Williams, James A.	New York,	Feb. 24, "	Resigned, January 1, 1818.
837	Wolcott, Oliver S.	New York,	April 15, "	Transferred to the navy.
838	Watkins, George S.	Maryland,	May 10, "	Dismissed, February 28, 1818.
839	Ward, Charles,	Georgia,	Nov. 17, "	Resigned, July 17, 1817.
840	Wright, William,	Maryland,	Feb. 4, 1816,	Resigned, August 5, 1817.
841	Wilkings, James A.	New York,	Nov. 25, "	
842	Walker, Benjamin,	N. Hampshire,	Feb. 5, 1817,	3d lieutenant ordnance, July 1, 1819.
843	Wheelwright, Wash.	Massachusetts,	Jan. 11, "	
844	Wheeler, Otis,	N. Hampshire,	August 15, "	
845	Wheelock, John,	N. Hampshire,	Sept. 1, "	Not joined.

C—Continued.

No.	Names.	State or Territory.	Date of appointment.	Remarks.
846	Wood, James,	Pennsylvania,	Sept. 23, 1817.	
847	Wells, William W.	Indiana,	Jan. 20, "	
848	Wallace, David,	Ohio,	Feb. 14, "	
849	Wells, Edward L.	Delaware,	March 3, "	Resigned, October 31, 1818.
850	Wright, Thomas,	Maryland,	August 19, "	Resigned, April 15, 1819.
851	Waites, Wilson G.	South Carolina,	August 19, "	
852	Wolcott, John S.	Connecticut,	May, 20, 1818.	
853	Wright, Benjamin H.	New York,	May 20, "	
854	Wragg, Samuel,	South Carolina,	May 20, "	
855	Wright, George,	Vermont,	May 20, "	
856	Wall, William,	Ohio,	July 21, "	
857	Watts, John P.	South Carolina,	July 21, "	Resigned, October 31, 1819.
858	Wright, A. M.	N. Hampshire,	August 19, "	
859	Wales, Samuel,	Massachusetts,	August 19, "	Not joined.
860	Wheelock, T. B.	Massachusetts,	August 19, "	
861	Wade, G. I. D.	New York,	August 19, "	
862	Whetten, William,	New York,	August 19, "	Resigned, March 31, 1819.
863	Wanne, William,	New York,	August 19, "	
864	Wethers, I. F.	South Carolina,	August 19, "	Not joined.
865	Wilcocks, J. R.	Ohio,	August 19, "	
866	Williams, C. C.	Tennessee,	August 19, "	Not joined.
867	Wilcocks, Alfred,	New York,	March 24, 1819,	Unqualified for admission.
868	Wright, Uriel,	Virginia,	March 24, "	
869	Webber, Christopher,	Vermont,	March 24, "	
870	Washington, William T.	District of Col.	March 24, "	
871	Walker, James F.	Georgia,	July 1, "	
872	Webster, Lucian,	Vermont,	August 28, "	
873	Washington, F.	Virginia,	August 28, "	
874	Washington, R. B.	Kentucky,	August 28, "	
875	Waters, George W.	Rhode Island,	August 28, "	
876	Wall, Walter,	Pennsylvania,	Sept. 1, "	Resigned, December 15, 1819.
877	Wallace, B. R.	Virginia,	Sept. 1, "	Not joined.
878	Boardly, William C.	Maryland,	Feb. 7, 1815,	Resigned, May 21, 1818.
879	Nixon, Thomas,	North Carolina,	Feb. 28, "	Not joined.

D.

Estimate of appropriations necessary for the United States' Military Academy at West Point, for the year 1820.

1. BUILDINGS.

1. To finish the interior work of three professors' and officers' houses, now erecting,	$2,500 00
2. Hospital,	7,000 00
3. Gun-house and stores,	3,000 00
	$12,500 00

2. QUARTERMASTER'S DEPARTMENT.

1. One thousand five hundred cords wood, at five dollars the cord,	$7,500 00
2. For distributing the same,	274 34
3. Forage,	200 00
4. Transportation,	1,156 00
5. Stationary, including articles used in the drawing department,	1,097 94
6. Class books,	1,179 19
7. Mathematical instruments,	422 56
8. Printing blanks,	165 00
9. Building materials, repairs of barracks, &c.	2,277 50
10. Contingent expenses.	1,250 00
	$15,322 53

3. BOOKS AND APPARATUS.

1. Books for the library.
2. Philosophical apparatus.
3. Chemical apparatus.

4. ARREARAGES.

For this sum borrowed from the fortification fund and applied for the use of the Military Academy prior to the 31st December, 1817, $22,762 51

RECAPITULATION.

1. For public buildings,	$12,500 00
2. Quartermaster's department,	15,322 53
3. Books and apparatus.	
4. Arrearages,	22,762 51

MILITARY ACADEMY, WEST POINT, *November* 1, 1819.

JAMES GREEN, *Ass't Dep. Quar. Mast. Gen.*

Approved: S. THAYER, *Brevet Major, Superintendent Military Academy.*

E.

Estimate of appropriations necessary for the United States' Military Academy at West Point, for the year 1821.

QUARTERMASTER'S DEPARTMENT.

	Amount.
1. Fifteen hundred cords wood, at five dollars the cord,	$7,500 00
2. For distributing the same,	274 34
3. Forage,	200 00
4. Transportation,	1,156 00
5. Stationary, including articles used in the drawing department,	1,097 94
6. Class books,	1,179 19
7. Mathematical instruments,	422 56
8. Printing blanks,	165 00
9. Building materials, repairs of barracks, &c.	2,277 50
10. Contingent expenses,	1,250 00
	$15,522 53

MILITARY ACADEMY, WEST POINT, *January* 8, 1820.

JAMES GREEN, *Ass't Dep. Quar. Mast. Gen.*

Approved:

S. THAYER, *Brev. Maj. Eng., Superintendent Military Academy.*

F.

Estimate of appropriations necessary for the United States' Military Academy at West Point, for the year 1822.

QUARTERMASTER'S DEPARTMENT.

	Amount.
1. Fifteen hundred cords wood, at five dollars,	$7,500 00
2. Distributing the same,	274 34
3. Forage,	200 00
4. Transportation,	1,156 00
5. Stationary, including articles used in the drawing department,	1,097 94
6. Class books,	1,179 19
7. Mathematical instruments,	422 56
8. Printing blanks,	165 00
9. Building materials, repairs of barracks, &c.	2,277 50
10. Contingent expenses,	1,250 00
	$15,522 53

WEST POINT, *January* 8, 1820.

JAMES GREEN, *Ass't Dep. Quar. Mast. Gen.*

Approved:

S. THAYER, *Brevet Major, Superintendent Military Academy.*

G.

Estimate of funds required for the pay, subsistence, and clothing, of the academic staff, and cadets attached to the United States' Military Academy at West Point, for the year 1820.

	PAY.	SUBSISTENCE.	CLOTHING.	AMOUNT.
	Dolls. Cts.	Dolls. Cts.	Dolls. Cts.	Dolls. Cts.
One professor of philosophy,	840 00	512 40	74 40	1,426 80
One assistant professor of philosophy,	540 00	292 80	37 20	870 00
One acting assistant do. ($15 per month, in addition to his pay as a 2d lieutenant,)	180 00	-	-	180 00
One professor of mathematics,	720 00	439 20	74 40	1,233 60
One assistant professor of mathematics,	540 00	292 80	37 20	870 00
Two acting assistants do. ($15 per month, in addition to their pay as 2d lieutenants,)	360 00	-	-	360 00
Four acting assistants do. ($10 per month, in addition to their pay as cadets,)	480 00	-	-	480 00
One professor of engineering,	720 00	439 20	74 40	1,233 60
One assistant professor of engineering,	540 00	292 80	37 20	870 00
One acting assistant do. ($15 per month, in addition to his pay as a 2d lieutenant,	180 00	-	-	180 00
One chaplain and professor of ethics,	720 00	439 20	74 40	1,233 60
Two teachers of the French language,	1,080 00	585 60	74 40	1,740 00
One acting assistant teacher do. ($10 per month, in addition to his pay as a cadet,)	120 00	-	-	120 00
One teacher of drawing,	540 00	292 80	37 20	870 00
One acting assistant teacher do. ($10 per month, in addition to his pay as a cadet,)	120 00	-	-	120 00
One sword-master,	559 92	146 40	-	706 32
Two hundred and fifty cadets,	48,000 00	36,300 00	-	84,300 00
	56,239 92	40,033 20	520 80	96,793 92

THOMAS J. LESLIE, *Paymaster Corps of Engineers.*

Approved:

S. THAYER, *Brevet Major, Superintendent Military Academy.*

H.

Estimate of funds required for the pay, subsistence, and clothing, of the academic staff and cadets attached to the United States' Military Academy at West Point, for the year 1821.

	PAY.	SUBSISTENCE.	CLOTHING.	AMOUNT.
	Dolls. Cts.	Dolls. Cts.	Dolls. Cts.	Dolls. Cts.
One professor of philosophy,	840 00	512 40	74 40	1,426 80
One assistant professor of philosophy,	540 00	292 80	37 20	870 00
One acting assistant do. ($15 per month, in addition to his pay as a 2d lieutenant,)	180 00	-	-	180 00
One professor of mathematics,	720 00	439 20	74 40	1,233 60
One assistant professor of mathematics,	540 00	292 80	37 20	870 00
Two acting assistants do. ($15 per month, in addition to their pay as 2d lieutenants,)	360 00	-	-	360 00
Four acting assistants do. ($10 per month, in addition to their pay as cadets,)	480 00	-	-	480 00
One professor of engineering,	720 00	439 20	74 40	1,233 60
One assistant professor of engineering,	540 00	292 80	37 20	870 00
One acting assistant do. ($15 per month, in addition to his pay as a 2d lieutenant,)	180 00	-	-	180 00
One chaplain and professor of ethics,	720 00	439 20	74 40	1,233 60
Two teachers of the French language,	1,080 00	585 60	74 40	1,740 00
One acting assistant teacher do. ($10 per month, in addition to his pay as a cadet,)	120 00	-	-	120 00
One teacher of drawing,	540 00	292 80	37 20	870 00
One acting assistant teacher do. ($10 per month, in addition to his pay as a cadet,)	120 00	-	-	120 00
One sword-master,	559 92	146 40	-	706 32
Two hundred and fifty cadets,	48,000 00	36,300 00	-	84,300 00
	56,239 92	40,033 20	520 80	96,793 92

THOMAS J. LESLIE, *Paymaster Corps of Engineers.*

Approved:

S. THAYER, *Brevet Major, Superintendent Military Academy.*

I.

Estimate of funds required for the pay, subsistence, and clothing, of the academic staff and cadets attached to the United States' Military Academy at West Point, for the year 1822.

	PAY.	SUBSISTENCE.	CLOTHING.	AMOUNT.
	Dolls. Cts.	Dolls. Cts.	Dolls. Cts.	Dolls. Cts.
One professor of philosophy,	840 00	512 40	74 40	1,426 80
One assistant professor of philosophy,	540 00	292 80	37 20	870 00
One acting assistant do. ($15 per month, in addition to his pay as a 2d lieutenant,)	180 00	-	-	180 00
One professor of mathematics,	720 00	439 20	74 40	1,233 60
One assistant professor of mathematics,	540 00	292 80	37 20	870 00
Two acting assistants do. ($15 per month, in addition to their pay as 2d lieutenants,)	360 00	-	-	360 00
Four acting assistants do. ($10 per month, in addition to their pay as cadets,)	480 00	-	-	480 00
One professor of engineering,	720 00	439 20	74 40	1,233 60
One assistant professor of engineering,	540 00	292 80	37 20	870 00
One acting assistant do. ($15 per month, in addition to his pay as a 2d lieutenant,)	180 00	-	-	180 00
One chaplain and professor of ethics,	720 00	439 20	74 40	1,233 60
Two teachers of the French language,	1,080 00	585 60	74 40	1,740 00
One acting assistant teacher do. ($10 per month, in addition to his pay as a cadet,)	120 00	-	-	120 00
One teacher of drawing,	540 00	292 80	37 20	870 00
One acting assistant teacher do. ($10 per month, in addition to his pay as a cadet,)	120 00	-	-	120 00
One sword-master,	559 92	146 40	-	706 32
Two hundred and fifty cadets,	48,000 00	36,300 00	-	84,300 00
	56,239 92	40,033 20	520 80	96,793 92

THOMAS J. LESLIE, *Paymaster Corps of Engineers.*

Approved:

S. THAYER, *Brevet Major, Superintendent Military Academy.*

16th Congress.] No. 185. [1st Session.

TRANSPORTATION ON THE YELLOW STONE EXPEDITION.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, FEBRUARY 3, 1820.

SIR: DEPARTMENT OF WAR, *February* 2, 1820.

In compliance with a resolution of the House of Representatives of the 24th ultimo, "that the Secretary of War be directed to report what sums of money have been actually paid to Colonel James Johnson, in virtue of articles of agreement entered into on the 2d day of December, 1818, and also report what sum is now claimed by him, in virtue of said articles of agreement, specifying particularly the several items; and that he also report whether public notice was given when proposals would be received for a contract to furnish transportation to the troops ordered up the Missouri river;" I transmit a report of the quartermaster general, containing a statement of the sums claimed by Colonel James Johnson, in virtue of his contract with the quartermaster's department, and the mode in which that contract was formed; and a report from the third auditor of the sums which have been advanced under it to the contractor; with an extract of a letter from the President of the United States, of the 5th of July, 1819, under authority of which the advances of a subsequent date were made, and which discloses his views in ordering the advances.

It will be proper to be observed that several of the charges of the contractor have not been admitted. The charge for the detention of the Johnson and Expedition, previous to the sailing of the expedition up the Missouri, has been refused, on the ground that it was caused not by any act of the Government but the delay to fulfil his engagement on the part of the contractor; and the charge for the detention of the Johnson, Expedition, and Jefferson up the Missouri, owing to the lowness of its water not permitting their return, has also been refused on the ground that it was not provided for by contract. The charge for the transportation on the Missouri has not been admitted, from a belief that the price charged is greater than what ought to be allowed. These points of difference have, under the provision of the contract, been referred to persons chosen by the parties as arbitrators; and it is expected that a decision will be had in a few weeks.

In relation to the amount of the advances it may be proper to observe, that the contract with Colonel James Johnson extended to the transportation of the troops and military stores to their respective destinations on the Mississippi and Missouri, and that the preparation of the contractor, and the expenses incurred by him, and the advances under his contract, were governed by the supposition that the troops would have reached, during the last season, the points of their ultimate destination. But, from the difficulty of navigating the Missouri, the lowness of its water during the whole of last summer from the extreme drought, and the detention in the sailing of the expedition, it only reached Council Bluff, which is rather less than half the distance from St. Louis to the Mandane Villages. Had the expedition reached the latter place the claims of the contractor against the Government would have been increased by a sum probably not less than fifty thousand dollars. For the transportation actually performed it is probable that the advances to the contractor considerably exceed his just claims against the quartermaster general's department, and should that prove to be the fact, by the decision of the referees the excess will be applicable to the transportation which, under the contract, remains to be performed this year.

I have the honor to be, your most obedient servant,

J. C. CALHOUN.

Hon. H. CLAY, *Speaker of the House of Representatives.*

SIR: TREASURY DEPARTMENT, THIRD AUDITOR'S OFFICE, *January* 28, 1820.

I have the honor to enclose a statement of warrants, issued by the Secretary of War, chargeable to the account of James Johnson, on account of the quartermaster's department. The warrants are not expressive of the fact of their being on account of his contract for transportation, but it is believed that they were for that purpose. The amount, 229,762 dollars, is at his debit on the books of this office, independent of his account as contractor for supplying provisions. With great respect, your obedient servant,

PETER HAGNER, *Auditor.*

The Hon. J. C. CALHOUN, *Secretary of War.*

Statement of warrants issued by the Secretary of War, chargeable to James Johnson, on account of quartermaster's department.

Date.	No.	In whose favor.	Purposes.	Amounts.
February 17, 1819.	3372	Hon. R. M. Johnson,	Quartermaster's department,	30,000 00
March 9, "	3529	Hon. R. M. Johnson,	Ditto,	15,000 00
May 11, "	3926	James Houston,	Ditto,	5,000 00
May 11, "	3927	Richard Smith,	Ditto,	50,000 00
May 25, "	3985	James Houston,	Ditto,	10,000 00
June 25, "	4053	Richard Smith,	Ditto,	5,000 00
July 24, "	4270	John Sioussa,	Ditto,	5,000 00
July 24, "	4271	Swooper and King,	Ditto,	2,500 00
July 24, "	4272	Richard Smith,	Ditto,	2,500 00
July 27, "	4282	Richard Smith,	Ditto,	45,000 00
August 12, "	4357	Charles Brewer,	Ditto,	5,000 00
August 20, "	4421	Richard Smith,	Ditto,	1,359 00
August 21, "	4435	Richard Smith,	Ditto,	3,000 00
August 24, "	4448	J. H. Hervey,	Ditto,	1,362 00
August 24, "	4464	J. Sioussa,	Ditto,	5,000 00
August 31, "	4506	Richard Smith,	Ditto,	30,000 00
September 21, "	4605	Richard Smith,	Ditto,	2,500 00
September 30, "	4626	Richard Smith,	Ditto,	36,541 00
November 8, "	4763	James Houston,	Ditto,	5,000 00
				$229,762 00

TREASURY DEPARTMENT, THIRD AUDITOR'S OFFICE, *January* 27, 1820.

PETER HAGNER, *Auditor.*

SIR: QUARTERMASTER GENERAL'S OFFICE, *January* 31, 1820.

In obedience to your order requiring "a report of the sum claimed by Colonel Johnson, in virtue of his contract of the 2d December, 1818, and also whether public notice was given when proposals would be received for a contract to furnish transportation to the troops ordered up the Missouri river," I have the honor to state that Colonel Johnson has exhibited an account, of which the enclosed is a copy, amounting to *two hundred and fifty-six thousand eight hundred and eighteen dollars and fifteen cents;* in addition to which, his agent has given notice that he shall present a claim for the detention of the steamboats Jefferson, Johnson, and Expedition, on the Missouri.

Public notice was *not* given. It has never been the practice with this Department to resort to that mode of providing for the movement of troops, or the transportation of supplies. Such a measure would be productive of delay, which, in most instances, would be highly injurious to the service.

I have the honor to be, sir, your obedient servant,

TH. S. JESUP, *Quartermaster General.*

The Hon. JOHN C. CALHOUN, *Secretary of War.*

United States' Quartermaster's Department, to James Johnson, Dr.

1819.						
April,	To 207,422 lbs. ordnance and ordnance stores, quartermaster's and hospital stores, shipped on board the steamboat Jefferson from Pittsburg to St. Louis and Belle Fontaine, at three cents per pound,					$6,222 66
	To 207 passengers, consisting of 1 captain, 4 lieutenants, 192 soldiers, and 10 women, at $12 each,					2,484 00
	To 174 casks clothing, &c. shipped from Louisville to St. Louis, at $6 each,					1,044 00
	To 3,300 lbs., consisting of twenty boxes medicine, axes, stores, &c., one keg salt, at two cents per pound,					66 00
	To services rendered, in conveying a boat load of the above articles from the head to the foot of the Falls, as per agreement of Assistant Deputy Quartermaster General Picket,					125 00
	To detention of steamboat Expedition, at mouth of Missouri, from 17th May until 5th July, being 40 days, after deducting 8 days for loading and unloading, at $333.37 per day,					13,333 33⅓
	To detention of steamboat Johnson, at mouth of Missouri or Belle Fontaine, from 22d May until 5th July, being 36 days, after deducting 8 days for loading and unloading, at $200 per day,					7,200 00
	To 290,000 lbs. of provisions, &c. shipped on board the Expedition from Belle Fontaine to Council Bluffs, on the Missouri, at 16¼ cents per pound,					47,125 00
	To 290,000 lbs. of provisions, on board steamboat Jefferson, from same to same, at 16¼ cents per lb.					47,125 00
	To 150,000 lbs. of provisions, on board steamboat Johnson, from same to same, at 16¼ cents per lb.					24,375 00
June 4,	To 44,735 lbs. of provisions, on board keel boat, from same (to same) to Fort Crawford, B. Johnson, captain, at three cents per lb.					1,342 05
	To 59,814 lbs.	ditto,	same to same,	at 3 cents per lb.		1,794 42
	60,636	ditto,	same to same,	3 cents		1,819 08
June 9,	75,950	ditto,	to St. Peter's,	7 cents		5,316 50
July 17,	100,643	ditto,	to Council Bluffs,	16¼ cents		16,354 48¾
July 19,	105,005	ditto,	to do.	16¼ cents		17,063 31¼
	56,286	ditto,	to do.	16¼ cents		9,146 47½
July 23,	30,220	ditto,	to Fort Crawford,	3 cents		906 60
	74,678	ditto, mil'y stores, &c.	to do.	3 cents		2,240 34
	64,200	provisions,	to St. Peter's,	7 cents		4,494 00
	26,720	ditto,	to Fort Crawford,	3 cents		801 60
	25,488	ditto,	to do.	3 cents		764 64
	67,685	military stores, &c.	to do.	3 cents		2,030 55
August 5,	50,388	provisions,	to Council Bluffs,	16¼ cents		8,188 05
	50,197	ditto,	to do.	16¼ cents		8,157 01½
	76,031	ditto,	to do.	16¼ cents		12,355 03½
Sept. 9,	To passage of 300 officers and soldiers, in the Expedition, Jefferson, and Johnson steamboats, from Belle Fontaine to Council Bluffs, at $50 each,					15,000 00
						$256,818 15

THOMAS S. JESUP, *Q. M. General.*

DEAR SIR: LEXINGTON, *July* 5, 1819.

To prevent the loss, embarrassment, and disappointment to the Government and to the country, which would be the inevitable consequence of the failure of the expedition destined for the mouth of the Yellow Stone river, it will be necessary to make additional advances. I have therefore to request that you will advance to Colonel James Johnson fifty thousand dollars on account of the contract made by him with Brigadier General Jesup for transportation on the Mississippi and Missouri rivers; and that an additional advance of fifty thousand dollars be made whenever he shall transmit to you a transfer, regularly authenticated, of the four steamboats which he has now employed in the expedition to the mouth of the Yellow Stone river, as a further security.

The people of the whole Western country take a deep interest in the success of the contemplated establishment at the mouth of the Yellow Stone river. They look upon it as a measure better calculated to preserve the peace of the frontier, to secure to us the fur trade, and to break up the intercourse between the British traders and the Indians, than any other which has been taken by the Government. I take myself very great interest in the success of the expedition, and am willing to take great responsibility to ensure it.

With great respect, I am your obedient servant,

JAMES MONROE.

P. S. On the receipt of the transfer of the steamboats, you will make the advance fifty-seven thousand five hundred dollars, instead of fifty thousand, as above stated.

JAMES MONROE.

J. C. CALHOUN, Esq., *Department of War.*

16th Congress.] No. 186. [1st Session.

LOANS OF GUNPOWDER AND LEAD.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, FEBRUARY 18, 1820.

WASHINGTON, *February* 18, 1820.

To the House of Representatives of the United States:

In compliance with a resolution of the House of Representatives of the 24th January, 1820, requesting me "to inform the House what loans (if any) have been made since the peace to private citizens of powder, lead, and other munitions belonging to the Government, by the officers of any department of the army or navy; specifying the times, terms, objects, and extent of such loans; the names of the persons by whom and to whom made; the different times of repayment; and also the amount of the ultimate loss (if any) likely to be incurred by the Government in consequence thereof;" I now transmit a report from the Secretary of War, which, with the accompanying documents, contains all the information that can be furnished on the subject.

JAMES MONROE.

DEPARTMENT OF WAR, *February* 12, 1820.

The Secretary of War, to whom was referred the resolution of the House of Representatives of the 24th January, 1820, requesting the President of the United States "to inform the House what loans (if any) have been made since the peace to private citizens of powder, lead, and other munitions belonging to the Government, by officers of any department of the army or navy; specifying the times, terms, objects, and extent of such loans; the names of the persons by whom and to whom made; the different times of repayment; and also the amount of the ultimate loss (if any) likely to be incurred by the Government in consequence thereof;" has the honor to transmit herewith a report of the colonel of ordnance, which comprehends all the information which can be furnished by the Department of War.

SIR: ORDNANCE OFFICE *February* 12, 1820.

In answer to the resolution of the House of Representatives, dated the 24th ultimo, inquiring what loans have been made since the peace to private citizens of powder, lead, and other munitions belonging to the Government, I have the honor to state, in relation to the Ordnance Department, that loans of powder and lead to a considerable extent were made in the years 1815 and 1817. The accompanying paper, marked A, contains a statement of the particulars.

These loans having been authorized anterior to the period of your entering upon the duties of the War Office, as well as during my absence from the seat of Government, I thought it incumbent on me, when I became acquainted with their magnitude, to bring the subject under your notice, by a report which bears date the 18th July, 1818.

Lieutenant Colonel Bomford, who was charged with the business of the Ordnance Office during my absence in the years above mentioned, has been instructed to give the necessary explanations of the motives by which the officers of the Government were actuated, and of the benefits expected to be realised from these loans.

His answer, marked B, accompanies this communication.

Messrs. Dupont & Co., of Wilmington, were called on in the early part of last year for the return of one thousand barrels of the powder lent to them; and between three and four hundred barrels have already been received, and a further quantity is ready to be delivered on the opening of the Delaware. These gentlemen propose to repay the residue of their loan at the rate of two hundred barrels a month.

It was not thought advisable to reclaim the whole quantity due from them before the magazine at Frankford should be finished, otherwise a temporary deposite of the powder must have been made at the magazine on Schuylkill, which is situated in the centre of the storehouses occupied by the Commissary General of Purchases for the clothing of the army, and where, consequently, we should rather wish to avoid keeping a large supply of powder, except in a case of necessity. The magazine at Frankford having been completed about the close of the last year, there is no longer any reason for wishing the repayment to be delayed. We shall be satisfied, however, with receiving it at the rate of two hundred barrels a month agreeably to their proposal.

I have not been able to discover that the loan made on the 25th of October, 1815, to George W. Murray, of twenty-eight tons, &c. of pig lead was authorized or sanctioned by the Ordnance Office. It appears to have been made on the individual responsibility of Captain Tyler, late of the ordnance corps, who, in the course of the last year, was dismissed from the service. The previous loan of twenty-three tons, &c. of lead made to the same person on the 16th of March, 1815, as well as all the loans of powder detailed in the statement A, had the sanction of authority from the Ordnance Office.

The repayment of the lead delivered to George W. Murray, amounting to a little more than fifty tons, is considered to be rather precarious; at least some delay and difficulty is to be apprehended.

A similar observation may be made in relation to the powder lent to Peter Baudrey, amounting to five hundred barrels. The principal in that concern, Mr. Baudrey himself, now resides at the Havana, and the competency of his security is considered as a little doubtful. In relation to the two last mentioned claims, such measures as may seem to be the most eligible will of course be adopted.

Of the loan of powder made to Stull & Williams, consisting originally of six hundred barrels, about two hundred have been repaid; and, for the sake of obtaining better security for the residue, a new agreement has been entered into, which is now in a course of execution.

I have the honor to be, very respectfully, sir, your most obedient servant,

DECIUS WADSWORTH, *Colonel of Ordnance.*

The Hon. JOHN C. CALHOUN.

A.

Statement of loans of gunpowder and lead, made by the Ordnance Department, to private individuals.

Date.	To whom made.	AMOUNT LOANED.				Amount of bonds given, or security.	Time of repayment.
		Cannon powder.	Musket powder.	Rifle powder.	Lead.		
					T. cwt. qrs. lbs.		
March 16, 1815,	George W. Murray, N. Y. -	-	-	-	23 0 2 10	}	In 6 mon's from loan.
Oct. 25, 1815,	Ditto ditto. -	-	-	-	28 4 3 4	}	
May 25, 1815,	Stull & Williams, Georgetown, District of Columbia:	-	60,000	-	-	$21,600 00	60 days notice.
June 24, 1817,	E. R. Dupont de Nemours & Co., Wilmington, Delaware,	3,300	-	300	-	3,600 00	ditto.
July 24, 1817,	Ditto, ditto, -	210,220	84,460	34,622	-	160,000 00	ditto.
Aug. 16, 1817,	Ditto, ditto, -	20,000	-	-	-	10,000 00	ditto.
Oct. 21, 1817,	Peter Baudrey, - -	50,000	-	-	-	25,000 00	ditto.

B.

SIR: WASHINGTON, *February* 9, 1820.

In reply to your inquiries of the 8th instant on the subject of United States' loans of lead and gunpowder, I shall, in compliance with your suggestions, confine myself to a statement of the reasons which influenced at the time the War Department to authorize the transaction.

The loan of lead was made to George W. Murray, the proprietor of a white lead manufactory in New York, at the intercession of Captain Tyler, late of the ordnance, and upon the ground that it would have a tendency to reduce the price of white lead from one to two dollars per hundred weight; at this time also a quantity of white lead was required for the public use, and for which the most extravagant price was demanded; and as a considerable supply of lead was then in the public stores, and no immediate demand expected, the loan was considered as aiding the public interest, and, at the same time, benefiting an important branch of domestic manufacture.

When the loans of gunpowder were made to Dupont and Baudrey the public magazines were filled with gunpowder, a part of which was damaged, or of an inferior quality, and the whole subject to constant deterioration from the imperfect state of the buildings; it had also become necessary in many cases to remove the gunpowder, not only for its preservation but also for the repairs of the magazines; at this period Messrs. Dupont and Baudrey proposed (separately) to take from the War Department gunpowder of an inferior quality and return for the same, at specified times, an equal quantity of proof or standard gunpowder of the first quality; these proposals, so promising to the interest and convenience of the United States, were accepted by Mr. George Graham, acting Secretary of War, and the loans accordingly made; and it may not be improper further to remark, that an additional motive for acceding to these loans was that of aiding a domestic manufacture of great national importance.

Some doubts I understand are now entertained of the entire solvency of one or more of the parties. Upon this point I have only to observe that, at the time the loans were made, particular instructions were transmitted to the officers charged with the delivery of the gunpowder, directing them to obtain the most unexceptionable security to double the amount of the current value of the article, and in every case to advise with the district attorney of the United States or other public officers resident, upon the credit and ability of the persons who might be presented as sureties.

Repectfully I remain, sir, your most obedient and humble servant,

G. BOMFORD, *Lieut. Col. of Ordnance.*

Colonel D. WADSWORTH, *of the United States' ordnance.*

SIR: NAVY DEPARTMENT, *February* 10, 1820.

A copy of the resolution of the House of Representatives of the 24th ultimo was referred to the Commissioners of the Navy, with a request that they would state whatever information was in their possession respecting the said resolution; and I have now the honor to transmit to you a copy of their reply, showing that no loan of powder, lead, or other munitions belonging to the navy has, to their knowledge, been made to any private citizens since the peace, by any officer of any department of the navy.

With the highest respect, I have the honor to be, sir, your most obedient servant,

SMITH THOMPSON.

The PRESIDENT OF THE UNITED STATES.

Copy of a letter from the Commissioners of the Navy, in relation to the subject of a resolution of the House of Representatives of the 24th of January, 1820.

SIR: NAVY COMMISSIONERS' OFFICE, *February* 8, 1820.

The Board of Navy Commissioners have the honor to acknowledge the receipt of your letter of this day's date, enclosing a copy of a resolution of the House of Representatives of the 24th ultimo, calling for information as to "what loans have been made since the peace to private citizens of powder, lead, and other munitions, belonging to the Government, by officers of any department of the army or navy; specifying the times, terms, objects, and extent of such loans; the names of the persons by whom and to whom made; the different times of repayment; and also the amount of the ultimate loss (if any) likely to be incurred by the Government in consequence thereof;" and, in reply, beg leave to state that no loan of powder, lead, or other munitions belonging to the navy has, to their knowledge, been made to any private citizen since the peace, by any officer of any department of the navy.

I have the honor to be, &c.

JOHN RODGERS.

Hon. SMITH THOMPSON, *Secretary of the Navy.*

16th Congress.] No. 187. [1st Session.

COST OF RATIONS BY CONTRACT AND BY THE COMMISSARIAT.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, FEBRUARY 24, 1820.

Sir: Department of War, *February* 23, 1820.

Pursuant to a resolution of the House of Representatives of December last, directing me to report to the House "a statement of the expense of furnishing the army of the United States with rations for the term of one year, ending on the 14th of April, 1818, exhibiting the average cost per ration; and also of the expense of furnishing the army with rations, exhibiting also the average cost per ration for the term of one year, under the provisions of the law passed on the 14th of April, 1818, entitled 'An act to regulate the staff of the army,'" I have the honor to transmit herewith a report of the Third Auditor and of the Commissary General of Subsistence, which contains the information required.

I have the honor to be your obedient servant,

J. C. CALHOUN.

The Hon. the Speaker *of the House of Representatives.*

Sir: Treasury Department, Third Auditor's Office, *February* 9, 1820.

I have the honor to transmit you, enclosed, in pursuance of a resolution of the House of Representatives of December, 1819, viz:

Statement showing the expense of furnishing the army of the United States with rations for the term of one year, commencing on the 1st of June, 1817, and ending 1st of June, 1818, the period for which all the contracts were made for that year.

Statement showing the number of rations issued, and the cost, including sundry contingent expenses, and independent of the expenses of the Commissary Department, from 1st of June to 31st August, 1819.

I have the honor to be your most obedient humble servant,

PETER HAGNER, *Auditor.*

The Hon. John C. Calhoun.

Office of the Commissary General of Subsistence,

Sir: Washington, *February* 22, 1820.

Pursuant to your order, I have the honor to lay before you statements A and B, prepared by the Third Auditor of the Treasury, of the expense of furnishing the army with rations for the term of one year, under the contract system, exhibiting the average cost of the ration, and also the expense of furnishing the army with rations; exhibiting, also, the average cost per ration for one quarter of the year, commencing on the 1st of June, 1819, under the system of supplying rations established by the law passed on the 14th of April, 1818, entitled "An act to regulate the staff of the army."

By statement A, the average cost of the ration furnished in the year commencing 1st of June, 1817, and ending 31st of May, 1818, is stated at 18 cents $9\frac{9}{10}$ mills.

The system of supplying rations under the law of the 14th of April, 1818, did not go into operation until the 1st of June, 1819, and returns for one quarter only have been received and adjusted at the Third Auditor's office; consequently, the annual average cost of a ration cannot be ascertained. The statement B, therefore, only shows the average cost of a ration for three months, which must be considered higher than the annual average cost; for in this statement are embraced all the extra expenses of organizing the Commissary's department, which would not (being permanent) recur for years, and which very considerably increases the average cost of the ration for these three months beyond what would be the annual cost if the expenses of organization were charged to the issues of one year or five years. Hence, in this stage of the operations of the department, it is impossible to render an accurate statement of the average cost of a ration under the law of the 14th of April, 1818. It appears, however, by statement B, that the average cost of a ration for the first three months of its operation, including every expense except transportation and the pay of the officers, is 16 cents $5\frac{3}{10}$ mills; add to this 8 mills per ration for the pay of the Commissary General, his assistants, and the expenses of the office, and $7\frac{8}{10}$ mills per ration for transportation, and the average cost of the ration, embracing all expenses, appears to be 18 cents $1\frac{8}{10}$ mills; from which, however, ought to be subtracted, to make the comparison correct, one cent, being the amount in value of peas or beans, added to the vegetable part of the ration since the new system of supplying the army has gone into operation, and not furnished under the former system; to which might be added the improved quality of the ration. And it may be proper to remark here, that the last year of the old system has been selected, when it had attained all the improvement that mode of supply was susceptible of.

But in the commencement of the new system the commissariat had to encounter many difficulties; the officers of the department entered on the performance of their duties without previous experience; hence has arisen much of the waste accounted for, and included in the cost of the first quarter's issues, and which, it is confidently believed, will in future be prevented by the knowledge and experience acquired by the Assistant Commissaries of Subsistence; to which add that, the system being new, men of capital were deterred from bidding; and hence the competition for that year has not been so great as for the present. I am therefore of opinion that a comparison of the probable cost of the ration, including all expenses, from the 1st of June, 1820, to the 31st of May, 1821, would present more correctly a comparative view of the operation of the two systems; and I have accordingly made out a statement, marked C, from which it appears that the price of the rations, including transportation, pay of all the officers of the department, expenses of the office, and wastage, will not exceed 14 cents $7\frac{6}{10}$ mills; from which deduct one cent difference in the value between the old and new ration, will leave 13 cents $7\frac{6}{10}$ mills, which being subtracted from 18 cents $9\frac{9}{10}$ mills, the price of the ration in the year commencing the 1st of June, 1817, will make a difference of 5 cents $2\frac{3}{10}$ mills; by which sum multiply 3,095,644 rations, the whole number issued in one year, makes the sum of $161,902 16.

In making up the cost of transportation, I have omitted the newly established posts on the Missouri, above Fort Osage, and St. Peter's, on the Mississippi, above Prairie du Chien; at none of which places were rations issued under the old system.

With great respect, your obedient servant,

GEORGE GIBSON,
Commissary General of Subsistence.

The Hon. JOHN C. CALHOUN, *Secretary of War.*

Estimate of the annual expenses of the Commissariat Department, viz:

Pay and emoluments of the Commissary General and of his assistants and military storekeepers, -	$21,500 00
Salaries of two clerks, fuel, stationary, &c. - - - - - -	3,500 00
	$25,000 00

This sum of $25,000 will add to the cost of the ration 8 mills.

GEORGE GIBSON,
Commissary General of Subsistence.

A.

Statement showing the expense of furnishing the army of the United States with rations for the term of one year, commencing on the 1st of June, 1817, and ending on the 1st of June, 1818, the period for which all the contracts were made for that year.

Contractors' names.	Places contracted for.	Periods.	No. of rations issued.	Amount.
Peter H. Green,	District of Maine, and States of New Hampshire, Massachusetts, Rhode Island, and Connecticut.	June 1, 1817, to May 31, 1818,	421,887	$62,863 35
Matthew L. Davis,	States of New York and Vermont.	June 1, 1817, to May 31, 1818,	694 581½	101,439 24
Charles Hegins,	State of Pennsylvania,	June 1, 1817, to May 31, 1818,	201,210½	33,385 35
Robinson & Taylor,	States of Delaware, Maryland, and District of Columbia.	June 1, 1817, to May 31, 1818,	224,293	37,008 50
Camillus Griffith,	State of Virginia,	June 1, 1817, to May 31, 1818,	86,514	16,431 99
Samuel Russell,	State of North Carolina,	June 1, 1817, to May 31, 1818,	37,950	8,348 98
Benjamin G. Orr,	States of South Carolina and Georgia.	June 1, 1817, to May 31, 1818,	683,774	186,680 33*
Benjamin G. Orr,	State of Louisiana, Mississippi Territory, &c.	June 1, 1817, to May 31, 1818,	631,566	111,030 10*
Brown, Cox, & Allison,	States of Kentucky and Tennessee.	June 1, 1817, to May 31, 1818,	66,781	9,204 49*
Hugh Glenn,	Indiana, Illinois, and Missouri Territories.	June 1, 1817, to May 31, 1818,	297,393	69,793 48†
William P. Rathbone,	State of Ohio and Michigan Territory.	June 1, 1817, to May 31, 1818,	419,623	78,989 32‡
			3,765,573	$715,175 18‖

The above statement does not comport with the precise time directed by the resolution of the House of Representatives under which it is submitted. The system of supplying the army with rations by contract terminated on the 1st of June, 1819, the accounts for which not being fully rendered, it was found impracticable to ascertain with precision what the average cost of the ration would be under these contracts; but as it was believed that the object of the resolution was intended to ascertain the average cost of the ration for one year under the old system, to be compared with the present, the next preceding year to the last under the contract system was taken, (the accounts being all complete,) and the foregoing statement accordingly shows the average cost of the ration for the year commencing on the 1st of June, 1817, and ending on the 1st of June, 1818.

TREASURY DEPARTMENT, THIRD AUDITOR'S OFFICE, *February* 9, 1820.

PETER HAGNER, *Auditor.*

* Including an allowance of twelve and a half per cent. for wastage, and one per cent. per ration for issuing provisions from deposites made by the former contractor, including also an increase in the price of the ration, in lieu of transportation, as provided by the contract.

† Including an allowance of twelve and a half per cent. for wastage, and one cent per ration for issuing from deposites made by the former contractor.

‡ Including the allowances for wastage, and premium, as aforesaid.

‖ Making an average of eighteen cents, nine mills and nine-tenths per ration.

B.

Statement showing the number of rations issued, and the cost, including sundry contingent expenses, and independent of the expenses of the Commissary Department, from 1st June, to 31st August, 1819.

Places where issued.	Assistant Commissaries.	Periods.	No. of rations.	Amount.
Eastport, Maine,	Lt. R. C. Brent,	July, Aug. and Sept. 1819,	$2,719	$557 23
Portland, do.	Lt. S. S. Stacy,	June, July, and Aug. "	9,257	1,622 80
Portsmouth, New Hampshire,	Lt. Charles S. Merchant,	ditto, "	20,256	3,888 33
Newport, Rhode Island,	Lt. Elijah Lyon,	ditto, "	13,051	1,844 50
Fort Sewall, Massachusetts,	Lt. Walter Smith,	ditto, "	5,113	844 68
Boston, do.	Lt. Andrew McIntyre,	ditto, "	65,260	11,106 68
New London, Connecticut,	Lt. C. Burbidge,	ditto, "	7,559	1,230 20
Watervliet, New York,	Lt. C. F. Morton,	ditto, "	7,620	1,198 92
Albany, do.	Lt. H. Smith,	ditto, "	5,407	841 62
Greenbush, do.	Lt. W. G. Belknap,	July Aug. and Sept. "	6,623	1,015 97
Plattsburg, do.	Lt. Owen Ransom,	June, July, and Aug. "	18,899	2,871 02
Niagara, do.	Lt. Timothy Green,	ditto, "	8,922	1,334 75
Sackett's Harbor, New York,	Lt. Walter Bicker,	ditto, "	58,165	7,642 69
West Point, do.	Lt. I. P. Dietrick,	ditto, "	9,583	1,368 10
New York Harbor,	Lts. Adams and Bache,	ditto, "	51,465	7,935 53
Fort Mifflin, Pennsylvania,	Lt. James Young,	ditto, "	20,981	3,349 80
Frankfort, do.	Lt. M. Thomas,	ditto, "	3,368	551 53
Carlisle, do.	Lt. George Hackett,	July, Aug. and Sept. "	100	13 33
Pittsburg, do.	Lt. R. C. Pomeroy,	June, July, and Aug. "	11,036	1,010 82
Baltimore, Maryland,	Lt. R. H. Hammond,	July, Aug. and Sept. "	20,561	3,253 51
Annapolis, do.	Lt. T. W. Lendrum,	ditto, "	9,372	1,512 31
Fort Washington, Maryland,	Lt. Felix Ansart,	ditto, "	6,691	1,038 16
Greenleaf's Point, D. C.	Captain I. Nelson,	ditto, "	5,316	829 27
Richmond, Virginia,	Lt. John Hills,	June, July, and Aug. "	4,786	724 10
Old Point Comfort, Virginia,	Lt. R. Delafield,	ditto, "	26,084	3,978 43
Norfolk, do.	Lt. Elisha Brimhall,	ditto, "	18,361	2,719 35
Fort Johnson, North Carolina,	Lt. N. G. Wilkinson,	ditto, "	5,369	840 45
Charleston Harbor, S. C.	Lt. John C. Kirk,	ditto, "	13,201	2,024 18
Savannah, Georgia,	Lt. I. B. Hobkirk,	ditto, "	1,976	270 05
Fort Scott, do.	Lt. T. C. Wilhight,	ditto, "	21,688	3,737 90
Trader's Hill, do.	Lt. W. H. Barclay,	ditto, "	33,648	6,226 21
Fort Hawkins, do.	Lt. C. Keiser,	ditto, "	3,812	1,071 80
Newport, Kentucky,	Lt. W. L. Boothe,	ditto, "	10,390½	1,256 06
Amelia Island, East Florida,	Lt. T. W. Brady,	ditto, "	10,686	1,569 45
Fort Gadsden,	Lt. W. T. Willard,	ditto, "	15,649	2,525 27
Fort Charlotte, Mobile,	Lt. H. H. Minton,	ditto, "	5,665	789 07
Ripley Barracks, bay St. L.	Lt. Jos. N. Chambers,	ditto, "	23,719	3,487 49
Alabama Territory,	Lt. R. Lyman,	ditto, "	15,380	3,436 61
Montpelier, Louisiana,	Lt. Q. B. Heronimus,	ditto, "	17,822	2,478 96
Fort St. Philip,	Lt. A. F. Cochrane,	ditto, "	12,242	1,750 66
Baton Rouge,	Lt. Thomas Barker,	ditto, "	24,074	3,385 23
Fort Smith,	Lt. John Edmonson,	ditto, "	6,679	1,418 81
Fort Crawford,	Lt. John Hull,	ditto, "	4,139	689 00
Fort Seldon,	Lt. I. P. Taylor,	ditto, "	11,875	2,097 97
St. Louis and Belle Fontaine,	Lt. Isaac Clarke,	ditto, "	4,507	728 81
Prairie Du Chien,	Lt. Nathan Clarke,	ditto, "	24,077	3,513 72
Michilimackinac, M. T.	Lt. Joseph Gleason,	ditto, "	21,488	2,956 80
Detroit,	Lt. E. Brooks,	ditto, "	16,804½	2,855 94
Chicago,	Lt. James Dean, & Capt. H. Bradley,	ditto, "	7,980	1,570 55
New Orleans,	Captain Samuel Spotts,	ditto, "	11,960	1,809 73
Amount of provisions issued at the several recruiting stations, during the aforesaid period, by contracts made by the recruiting officers,			32,525	5,979 54
			773,911	122,753 89
Amount of loss sustained by the United States on provisions delivered by the contractor, Moses Bliss, to Lieutenant Roswell Lee, assistant commissary at Springfield, Massachusetts, on 23d June, 1819, and which were afterwards ordered to be sold at public auction, in consequence of no troops being stationed at that place,				673 26
Add sundry expenses incurred by assistant commissaries for the purchase of weights, measures, stationary, &c. and for loss sustained on the sales of damaged provisions,				4,507 45
				127,934 60
Making an average of 16.5.$\frac{3}{10}$ cents per ration, exclusive of transportation, pay and emoluments of assistant commissaries, military storekeepers, expenses of the commissary general's departments, &c.				

The foregoing statement does not comport, in the period nor the time, with that directed by the resolution of the House of Representatives of December, 1819. The system of contracts under which the rations were supplied to the army, prior to the establishment of the commissariat, did not terminate until the 1st June, 1819, and, consequently, the present system by commissaries did not commence before that day. It was, therefore, not practicable to furnish the average cost of the ration for the entire year under the present system, and as the posts at which supplies were made are so distant and dispersed, the accounts for any longer period than the three first months could not be calculated upon being all rendered. That period was therefore selected, and the foregoing statement shows the average cost of the ration independent of the expenses of the Commissary's Department.

TREASURY DEPARTMENT, THIRD AUDITOR'S OFFICE, *February* 9, 1820.

PETER HAGNER, *Auditor.*

16th Congress.] No. 188. [1st Session.

MILITARY ACADEMY AT WEST POINT.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, FEBRUARY 25, 1820.

SIR: DEPARTMENT OF WAR, *February* 23, 1820.

In compliance with the resolution of the House of Representatives of the 26th of February, 1819, "that the Secretary of War be instructed to report to the House, at an early period of the next session of Congress, a copy of such rules and regulations as shall have been adopted for the government of the Military Academy, together with a list of the cadets who were attached to the academy on the 1st of January, 1815, and of such as shall have been appointed between the said 1st of January and the 30th of September, 1819, exhibiting the date of their several appointments, with the States and Territories from whence they came; a list of such as shall have resigned or have been dismissed, and at what period; also, a list of such as shall have been commissioned in the army, with the date of their commissions, and of such as shall have resigned, with the date of their resignations; also, that the said Secretary be instructed to report, as aforesaid, whether any, and, if any, what, legislative provisions are necessary for the more convenient organization and government of the said academy, the better to ensure a strict obedience to all proper orders, and a suitable respect for all the rights of those whose duty it may be to yield obedience;" I have the honor to transmit a report from the Engineer Department, marked A, which contains the rules and regulations for the government of the academy, and a list of cadets, as required.

In reply to so much of the resolution as relates to the better organization and government of the Military Academy, I would respectfully submit a copy of a report from the Academic Staff to this Department, marked B, and a copy of a report of the superintendent of the Military Academy, containing propositions for its new organization, marked C, with a copy of a report of General Bernard and Colonel McRae, containing remarks on the plan proposed by the superintendent, marked D. The improvements of which the Military Academy is thought to be susceptible are so fully discussed in these reports, as to render unnecessary many additional observations; and the few which I propose to make will be principally confined to the propositions to separate the academy from the corps of engineers, to increase the number of professors and assistants, and to equalize the compensation of the former.

The Military Academy has acquired a character and importance which seem not to have been contemplated in its original institution. It originated in the act of the 16th of March, 1802, which created the corps of engineers. By that act the President was authorized to establish a corps of engineers, to consist of one principal engineer of the rank of major, with six assistant engineers of the rank of captains and lieutenants, to which were added ten cadets; and the act directed that the corps thus organized should be stationed at West Point, and should constitute a Military Academy. The principal engineer, and in his absence the next in rank, was made superintendent of the academy; and the Secretary of War was authorized to purchase such books, implements, and apparatus, as should be necessary for the use of the institution. In the next year, by the act of the 3d of February, 1803, the President was authorized to attach to the engineers two teachers, one of the French language, and the other of drawing. The institution remained without any change in its character until 1808, when, by the act of the 12th of April of that year, authorizing the raising of an additional military force, two cadets were attached to each company of infantry, riflemen, and artillery, authorized to be raised under it; making, in the whole, with the ten cadets originally attached to the corps of engineers, one hundred and fifty cadets. The institution was further enlarged, and changed in its character, by the act of the 29th of April, 1812. Three professors were then added, one of natural and experimental philosophy, another of mathematics, and the other the art of engineering in all of its branches, with an assistant to each professor; and the cadets, including those that were authorized to be appointed in 1808, were increased to two hundred and fifty, without being attached to any particular corps. The act also provides that the cadets, after passing through the respective classes, should receive regular degrees from the Academic Staff, and should be promoted into any corps, according to the duties which they may be deemed competent to perform. The academy was thus increased from ten cadets to two hundred and fifty; and, instead of being constituted wholly of the corps of engineers, as at its original institution, and being intended to educate officers exclusively for that corps, it now comprehends within its scheme of education officers of every arm of the service. Under its present organization it is, in fact, as intimately connected with one corps of the army as another; yet the provision of the act of the 16th of March, 1802, which places the superintendence of the institution under the charge of the chief of the corps of engineers, and, in his absence, the next in command, still continues. It is obvious that the organization would be more simple, and would correspond more perfectly with its present character, if the academy were wholly separated from the engineer corps, and the President were authorized to select the superintendent from any corps of the army in which the most suitable character might be found. The field of selection for so important an office would thus be enlarged, and the institution be brought more directly under the control of the Government. An additional reason will be found for the change proposed in the fact that the station originally assigned to the corps of engineers at West Point, since the enlargement of that corps and the great increase of its duties, is not the most suitable. Experience has proved that, in time of peace, the chief of the corps should be stationed at the seat of Government, to superintend, under its immediate control, the great and important duties assigned to the corps. Most of the officers belonging to it are, in fact, assigned to important duties at a distance from the academy. The original connexion with the corps has thus become almost nominal; and the interest of the institution would, it is believed, be promoted, as has been stated, by their entire separation.

The number of professors and assistant professors is believed to be too few for the wants of the academy; and the two additional professors, one of chemistry, and the other of artillery, with the increase of the assistant professors and teachers recommended in the report of General Bernard and Colonel McRae would greatly increase the usefulness and respectability of the academy. The professor of chemistry might perform the duties of post surgeon, as in our country the medical profession and that of chemistry are usually united. The number of assistant professors is found to be so inadequate at present, that cadets are appointed to perform the duties of assistants. The objections against the employment of cadets for that purpose, contained in the report of the Academic Staff, are deemed satisfactory.

I entirely concur in the opinion of the superintendent of the academy that the pay of the professors ought to be equalized, and that the compensation of the other professors ought to be made equal to that of those of natural and experimental philosophy, who receive the pay and emoluments of a lieutenant colonel. Neither the difference in the duties of the professors, nor the difference in the capacity to perform those duties, is so considerable as to justify

the present difference in their pay; and less compensation than that proposed, it is believed, will not always command suitable talents. The compensation proposed in the report of the superintendent for the teachers and assistant professors appears to be just and proportionate to that of the professors. The pay of the superintendent of the academy depends at present on his commission and rank; and as the most suitable officer for the post may hold an inferior rank, and as his duties and expenses as superintendent are the same, let his rank be what it may, it is conceived that it would be proper to allow the superintendent the pay and emoluments of a colonel, provided his rank does not give him a greater compensation. The present superintendent, who has performed his duties with zeal and ability, receives only the pay and emoluments of a major of engineers; and it is known that his compensation is inadequate to meet the expenses to which he is subjected, as superintendent, in a place so frequented by strangers as West Point.

The additional number of professors and assistants, and the change in the compensation which has been proposed, will add something to the expenses of the institution; but the great improvement which it will make will much more than compensate the public. The pay of superintendent and professors constitutes but a small portion of the expense of the academy. The pay and subsistence of the cadets, the cost of buildings, fuel, stationary, books, &c. constitute the body of the expenses; yet it is manifest that these, without a suitable number of able and experienced professors, are of little avail. The annual expenses will be but little affected, whether the number and pay of the professors are adequate or inadequate; but the prosperity of the institution must necessarily depend almost wholly on their number and ability. Without a sufficient number of professors every branch of knowledge necessary to perfect an officer to discharge his duties cannot be taught, and without a sufficient compensation adequate talents and experience to teach that well which may be directed to be taught cannot be commanded. A just degree of liberality in the compensation of the superintendent, professors, and teachers, is thus necessarily connected with true economy, by rendering the other and most heavy expenses of the institution in the highest degree effective.

It will not be necessary to appoint an additional quartermaster or paymaster, as recommended in the report of the superintendent, as one of the assistant deputy quartermasters has been assigned to West Point, and no great inconvenience is experienced in making payments to the officers and cadets belonging to the institution under the present law.

The change of the age for admission, from fourteen to twenty-one, the periods now fixed by law, to that proposed in the report of the superintendent, namely, from sixteen to twenty, would, for the reason assigned, be proper; and the other changes proposed, with the alterations contained in the remarks of General Bernard and Colonel McRae, appear judicious, and would doubtless improve the condition of the academy. Many of them may, however, be made, perhaps advantageously, the subject of regulation rather than law.

In addition to the alterations in the organization of the Military Academy proposed in the documents which accompany this report, I am of opinion that the rules and articles of war are not suitable to the institution, and that a system ought to be formed for its government. Whether the cadets are, under the existing laws, subject to the rules and articles of war appears in some degree doubtful. The court-martial in the case of Ragland, Fairfax, Holmes, Vining, and Loring determined that they were not; and, although the Attorney General dissented from that opinion, yet the court, on its being reassembled to reconsider its opinion, adhered to its original decision, notwithstanding the opinion of the Attorney General. The interposition of Congress to settle a point of so much importance would seem to be necessary. The duties and rights of the superintendent, professors, and cadets ought to be rigidly defined, or collisions of the most dangerous character to the institution must occur. But should Congress remove the present doubt, by subjecting the professors and cadets expressly to the rules and articles of war, it is believed that much uncertainty would still exist as to their respective duties and rights. Many of the provisions contained in the rules and articles of war appear not to be applicable to the Military Academy; and of these, which of themselves appear to be so, it might be doubtful, under the rigid construction which an act so highly penal as that which contains the rules and articles of war ought to receive, whether, as the professors and cadets are not named in any of the provisions, and as most of them expressly refer to officers or soldiers, they could be so construed as to comprehend the former. Besides this uncertainty, other objections of a weighty character exist against extending the rules and articles of war to the professors and cadets. Many of the provisions, which a system for the government of the institution ought to contain, are entirely omitted; and the punishments, both as to kind and degree, which are necessary for the government of the army, are not required for that of the Military Academy. To remove these objections, I would respectfully suggest that the President be requested to prepare a suitable system for the government of the Military Academy, to be laid before Congress at their next session for their approval.

I cannot refrain from observing, on a subject of so much importance as the education of those who may be charged with the defence of the country, and on whose skill and fidelity our honor and security must so much depend, that, whatever degree of perfection may be given to the Military Academy at West Point, as an elementary school, yet our military education, in the higher branches of the art of war, must remain imperfect without a school of application and practice. The education at the Military Academy will be full and complete for officers of infantry; but those who may be promoted into the artillery and the corps of engineers ought to have the means, in a school of application and practice, to complete their theoretical knowledge in the higher branches of the science connected with their profession, and to apply the knowledge acquired to practice. It ought never to be forgotten that the military science, in the present condition of the world, cannot be neglected with impunity. It has become so complicated and extensive as to require for its acquisition extensive means, and much time to be exclusively devoted to it. It can only flourish under the patronage of the Government, and without such patronage it must be almost wholly neglected. A comparatively small sum expended, in time of peace, to foster and extend the knowledge of military science, will, in the event of war, be highly beneficial to the country, and may prove the means of its safety. A school of practice and application, with the exception of the cost of the necessary buildings, would be attended with but a small expense; and, with such an institution, officers would be trained who would be masters of every branch of knowledge connected with their profession, and who, by their science, would be not only highly useful, but an ornament to their country. Without pursuing the subject any further, I would respectfully refer the House to a report on this interessing subject made in obedience to its order, on the 15th of January, 1819.

I have the honor to be your most obedient servant,

J. C. CALHOUN.

Hon. H. CLAY, *Speaker of the House of Representatives.*

A.

SIR: ENGINEER DEPARTMENT, *February* 23, 1820.

I have the honor to enclose a copy of the rules and regulations that have been adopted for the government of the Military Academy, together with the list of cadets at the Military Academy on the 1st January, 1815, as called for by the House of Representatives on the 26th February, 1819.

I have the honor to be, very respectfully, your most obedient servant,

By order,

J. L. SMITH,
Lieut. Corps of Engineers.

Hon. J. C. CALHOUN, *Secretary of War.*

RULES AND REGULATIONS FOR THE GOVERNMENT OF THE MILITARY ACADEMY AT WEST POINT.

ORGANIZATION OF THE ACADEMY.

1. The commandant of the United States' corps of engineers is the inspector of the Military Academy: he is responsible to the Department of War for the correct progress of the institution. He will furnish the requisite estimates and reports to, and will receive orders from, the Secretary of War, relative to the academy. From the inspector only will the superintendent receive orders, and to him only will he make all returns and communications appertaining to the institution.

2. A permanent superintendent of the academy shall be appointed who will direct the studies, field exercises, and all other academic duties; and all professors, academic officers, and cadets, shall be under his command.

3. The officer of the corps of engineers, who may have charge of the military exercises of the academy, shall have the immediate control of the institution, and be held responsible for the correct management of it.

4. The inspector is authorized to appoint a suitable person to act as treasurer of the cadets, under regulations approved of by the Secretary of War.

5. The superintendent of the Military Academy is authorized to detail not exceeding four cadets to discharge the duty of acting assistant professors of mathematics; and each cadet, so detailed, will receive ten dollars per month, as a compensation for extra services. The appointment will be considered as an honorable distinction.

6. No member of the academic staff (except he be a commissioned officer or cadet) shall be liable to be ordered upon any duty beyond the line of his immediate profession as an instructor; and every professor and teacher, at the head of a separate department, shall have the selection of the books and instruments intended for the use of his department.

7. The professors, teachers, and assistants, who have no families, shall eat with the cadets, and shall be so distributed that one of them shall be attached to each of the houses kept for that purpose.

8. A board of visitors shall be constituted to consist of five gentlemen versed in military and other science, of which Board the superintendent shall be president. The president and members of this Board shall be present at the academy, during the general examination, for the purpose of ascertaining the progress and improvement of the students in the various branches of science and instruction; and, also, for the purpose of examining into every thing relative to the internal organization, management, and police of the institution.

9. There shall be two general examinations in each year; the first to commence on the first day of January, and the second on the first day of June. At these times the students shall be examined by the professors in all the branches of science and instruction, through which they have passed, in presence of the Board of Visitors, and such other literary gentlemen as may be invited to attend.

10. Two reports shall annually be made out by the Board of Visitors; one, immediately after each of the general examinations, in January and June; which shall contain a full development of the actual state and progress of the institution, and suggestions for its advancement and improvement, as the Board may think necessary; the reports to be transmitted by the inspector to the Secretary of War.

11. No officer of the army, of any rank whatever, shall exercise command at West Point, unless subordinate to the inspector or superintendent of the academy.

12. The ordnance department, near Albany, will furnish the Military Academy with ordnance and ordnance stores on the order of the inspector.

13. The quartermaster at West Point shall furnish books, stationary, and all other articles wanted for the use of the Military Academy, upon the requisition of the superintendent; and the quartermaster shall forward to the War Department timely estimates for funds, approved by the inspector.

14. No books, instruments, or other public property at West Point, attached to the academy, shall, on any account, be removed therefrom.

COURSE OF INSTRUCTION AND STUDIES.

1. The following branches of science and instruction shall be considered as comprising a complete course of education at the Military Academy.

The English and French languages, and a review of the Latin and Greek; mathematics; military drawing; natural and experimental philosophy, including astronomy; engineering; geography; history; ethics; military instruction, and the sword exercise.

English Language.—A course of English shall embrace English grammar and composition.

French Language.—A course of French shall consist in pronouncing the language tolerably, and translating from French into English, and from English into French, with accuracy.

Latin and Greek Languages.—A course of Latin and Greek shall embrace a review of the Latin and Greek authors usually taught in academies; but no cadet shall be compelled to study these languages, who shall not have studied them previous to his appointment.

Mathematics.—A complete course of mathematics shall embrace the following branches: viz. the nature and construction of logarithms, and the use of the tables; algebra, to include the solution of cubic equations, with all the preceding rules; geometry, to include plane and solid geometry, also ratios and proportions, and the construction of geometrical problems; application of algebra to geometry; practical geometry on the ground; mensuration of planes and solids; plane trigonometry, with its application to surveying and the mensuration of heights and distances; spherical trigonometry, with its application to the solution of spherical problems; the doctrine of

infinite series; conic sections, with their application to projectiles; fluxions to be taught at the option of the professor and student.

Drawing.—A complete course of drawing shall include the elementary drawing of figures; rules and practice of perspective; profiles of permanent fortifications; of every kind of field works, and also of topographical plans.

Philosophy.—A complete course of philosophy shall embrace the following branches: the principles of mechanics, with their general application; hydrostatics; hydraulics; pneumatics; optics; the elements of chemistry; electricity; magnetism, and astronomy.

Engineering.—A complete course of engineering shall embrace the following branches: military and civil architecture; permanent and field fortification; field works generally; rules for the calculation of the time, labor, and materials necessary for the construction of different kinds of works; also rules for the construction of all the appendages necessary in field works; the construction of mines and fougasses, and the different modes of attacking and defending fortified places; also castramentation.

Geography.—A complete course of geography shall embrace the solution of the several problems of the spheres usually prefixed to treatises on geography by means of the globes; a knowledge of the grand divisions of the earth; of the extent, boundaries, and relative situations of the several counties in each of those grand divisions; likewise a knowledge of the natural productions, commerce, manufactures, government, naval and military strength, relative importance, and the use of maps.

History.—A complete course of history shall embrace a course of universal history; the history of America generally; the history of the revolutionary war; a history of the United States, and of such particular States as the professor of that branch shall judge proper.

Ethics.—A course of ethics shall include the elements of moral science, and of natural and political law.

Military Instruction.—A complete course of military instruction shall embrace a general course of tactics; a knowledge of infantry duty, to commence with the elementary drill of the soldier, and to include the discipline and police of the battalion and platoon in all their parts; a knowledge of artillery duty, including the artillery drill, practical gunnery, and also the performances of all the regular duties of the camp.

Sword Exercise.—Under the sword exercise shall be included the broad sword exercise, and the cut and thrust or small sword exercise, either or both, according to circumstances.

2. Each professor and instructor shall be limited in the discharge of his official duties to his own department, so as not to interfere with any other. Each professor and teacher at the head of a separate department shall be the judge of the proper mode of conveying instruction in his own department, and shall be held responsible for the correctness of this mode.

3. To complete the preceding course of studies will require four years; the branches to be pursued, and the course to be completed in each year shall be as follows:

First year. English grammar and composition, and the French language, logarithms, algebra, and plane geometry, to include ratios and proportions.

Second year. A continuation of the French language, the geometry of planes and solids, and the construction of geometrical problems; the application of algebra to geometry; the mensuration of planes and solids; plane and spherical trigonometry, with their applications; conic sections; practical geometry and drawing, with their applications.

Third year. Natural and experimental philosophy, astronomy, engineering, and drawing, continued.

Fourth year. Geography, history, and ethics; the review of the English grammar, and of the Latin and Greek languages; also a general review of the most important branches in each of the departments.

4. The particular course of studies to be completed by the classes between the general examinations in each year shall be determined by the superintendent and the academic staff in such manner as experience shall point out to be most conducive to the interests of the institution.

5. The military instruction of the cadets shall be under the immediate direction of the superintendent of the academy, and shall be attended to at such times as will the least interfere with their other academic duties.

6. The superintendent of the academy and the academic staff shall be at liberty to propose to the Secretary of War such alterations and amendments to the foregoing course of studies as they shall at any time conjointly deem necessary for the good of the institution; the whole, or a majority of them, agreeing to such alterations and amendments.

7. Should it be found by experience that too large a portion of study or instruction is assigned in the preceding course to any particular year, the superintendent and the academic staff conjointly shall be at liberty to transfer from the course of one year to that of another such particular portions of study or instruction as may appear necessary to produce an equality; the whole, or a majority of them, agreeing to such transfer, which shall be reported to the Secretary of War.

8. There shall be an annual encampment of the cadets, to commence on the 1st day of July, and end on the 31st day of August.

Cadets.

1. Each cadet, previous to his being admitted a member of the Military Academy, must be able to read distinctly, and pronounce correctly, to write a fair legible hand, and to perform with facility and accuracy the grand rules of arithmetic, both simple and compound, of the rules of reduction, of simple and compound proportion, and also of vulgar and decimal fractions.

2. All newly appointed cadets will be ordered to join the Military Academy for examination by the 25th day of June in each year; and no cadet shall be examined for admission after the 1st day of September following unless he shall have been prevented from joining at the proper time by sickness or some other unavoidable cause, in which case he may be examined with the fourth class at the general examination in January, and if then found qualified to proceed with that class, may be admitted accordingly.

3. The superintendent is authorized to grant furloughs to the cadets at the request of their parents during the period of their encampment; provided that not more than one-fourth part of the whole number be absent at any one time: and provided, also, that every cadet, previous to his receiving a furlough, shall have been present at not less than two entire encampments.

4. The pay and subsistence of all cadets who neglect to join the Military Academy on the expiration of their furloughs shall be stopped; nor will the pay and subsistence so stopped be issued to them unless they can assign the most satisfactory reasons for their absence.

5. Any cadet who shall be absent without leave for a longer period than two months from the academy, shall be dismissed from the service of the United States.

6. The superintendent will annually in the month of November report to the War Department the names of such cadets as have most distinguished themselves in the examinations, not exceeding five in each class, specifying the studies in which they excel, that their names may be published in the Army Register.

7. Whenever a cadet shall, on examination, be deemed qualified for a commission, he shall receive a diploma, signed by the superintendent and professors; and his name shall be presented to the Secretary of War by the inspector, with a recommendation for commission in such corps as the diploma may authorize.

8. In the promotion of cadets the lineal rank of each graduating class shall be established, in conformity to the principle of general merit, ascertained by a competent board of examiners.

9. The distribution of cadets to the different corps of the army at the time of promotion shall be made according to their particular talents and qualifications, ascertained in like manner; provided that this distribution be allowed in no instance to interfere with the principle of rank according to general merit.

10. No cadet can be promoted from the academy until he shall have completed his course of studies at the same, and received the diploma of the academic staff to that effect.

11. No cadet who shall resign his warrant, or otherwise be separated from the academy before the completion of his studies, shall on any account receive an appointment in the army of the United States until after the promotion of the class to which he belonged; nor then if such appointment interfere in the smallest degree with the rank of any member of that class.

12. Any cadet who shall have been reduced to a lower class, and shall, upon a second examination, be found unqualified to advance with his class to the next higher grade, shall (unless he shall have been prevented from attending to his studies by sickness, necessary absence, or some other evident necessity,) be reported to the Secretary of War by the academic staff, stating the branches of science in which he is most deficient, those in which he has made the greatest progress, as well as the general inclination, temper, and habits which appear to predominate in his actions; and especially whether his propensities impel him to the profession of arms. Upon this report he may be dismissed or retained at the will of the President.

13. No cadet who shall be dismissed from the institution, or compelled to resign on account of idleness, neglect of study, or any species of bad conduct, shall be eligible to any office or post in the army of the United States until at least five years after the promotion of the class to which he may have belonged.

B.

A list of additional professors, assistant professors, teachers, and other officers, deemed necessary for the United States' Military Academy.

Four additional assistant professors of mathematics.

Remarks.—The actual number of cadets on the class-rolls of the academy amounts to one hundred and eighty-one, of which twenty-four are of the first class, forty-one of the second class, fifty-four of the third class, and sixty-three of the fourth, or lowest class. In supposing the whole number of cadets present to be two hundred, it is calculated that the first class will generally consist of from thirty to forty; the second class from forty to fifty; the third class from fifty to sixty; and the fourth class from sixty to seventy. The numerical inferiority of the higher classes will proceed from resignations and other casualties, and from the number who will be retained in the lower classes, in consequence of not passing their examinations.

Mathematics constitute the *principal* course, and the French language the *collateral* course, for the third and fourth, or the two lower classes. The average number of those two classes is estimated at one hundred and twenty, who are to be taught mathematics every day at the same hours. Experience has proved that one teacher cannot instruct a greater number than twenty or twenty-five, in pursuing the practical method of instruction which has been adopted at the Military Academy, and which differs essentially from the method pursued at most of the colleges and universities in the United States. It is believed, therefore, that the third class will never be divided into less than two sections, and the fourth class into three sections, for mathematical instruction, each section requiring an assistant professor. I do not speak of the professor, because it is supposed to be understood that his duties, as professor and lecturer, embrace the whole department of mathematics, and should not be limited to the instruction of any particular section.

The present practice of employing cadets as assistant professors is very objectionable:

1st. Because it is extremely difficult to find a sufficient number who are capable.

2d. Because they perform, with great reluctance, a duty, for which they receive no compensation, and which deprives them, in a great measure, of the benefits of instruction in their own classes.

3d. Because, being the equals and familiars of those whom they instruct, they are unable to inspire the respect so necessary to their duties.

4th. From the frequent changes which it induces, as a cadet no sooner acquires the experience which is so valuable in the art of instructing, than he receives a commission, and quits the unprofitable post of a teacher without pay.

Two additional teachers of French.

Remarks.—The third and fourth classes, estimated at one hundred and twenty, are, by the regulations, to be taught French daily. In regard to our present deficiency of teachers in that department, and to the necessity of supplying it, I beg leave to refer to my communication to the War Department, dated the 2d of October, 1817. In case a suitable number of teachers shall be allowed, I believe that a competent knowledge of the French language can be acquired by a daily attendance during the first year, and an attendance every other day during the second year. This arrangement would require two teachers of French for the fourth class, and one teacher (who would be the principal) for the third class. This class would *then* be divided for the *collateral* course into two divisions, which would recite alternately to the principal teacher of French, and to a professor of the languages and oratory, or to a professor of ethics, geography, and history, should one or the other or both of those professors be hereafter provided by Congress.

An additional assistant professor of natural and experimental philosophy.

Remarks.—The third class is taught philosophy for the *principal*, and elementary drawing for the *collateral* course of studies; and, as it will usually consist of from forty to fifty cadets, it should always be divided, as it actually is, into two sections for philosophical instruction, requiring as many teachers or assistant professors. The professor is now compelled to act the part of an assistant himself, by teaching one of the sections. He is, therefore, unable to deliver lectures, and thus to extend to the whole class the benefit of his talents as professor. It is important to relieve him from the duty of an ordinary teacher by allowing him another assistant.

A professor of chemistry and mineralogy.

Remarks.—Chemistry and mineralogy have not heretofore constituted a part of the instruction at the Military Academy. They are, however, a necessary supplement to the course of sciences now taught, and when a professor shall be provided, he will give lectures to the two senior classes of the institution.

A chaplain, to be also professor of ethics, geography, and history; also a professor of the languages and of oratory.

Remarks.—To the foregoing, it would be desirable to add a professor of the languages and of oratory, to instruct those cadets who may be deficient in the knowledge of their own language, or who may be desirous of extending their knowledge in the learned languages. There now is, and ever must be, a number of cadets more capable and more advanced than the rest, who can devote a part of their time, without neglecting their classical studies, to other branches of science and literature. To afford all such the aid of suitable instructors, would increase the usefulness and enhance the reputation of the institution.

A teacher of military drawing.

Remarks.—Elementary drawing, *with its applications*, constitutes the collateral course for the two senior classes, for which one teacher of drawing is not sufficient. Numerous models of drawing are wanting to that department, and cannot be supplied until another teacher shall be employed.

A quartermaster.

Remarks.—The purchasing and issuing of the books, stationary, instruments, wood, and other supplies, the protection of the public lands from depredation, the repairing of the public buildings, and the preservation of other public property at this post, are duties requiring the immediate and exclusive attention of an officer, to whom no other duties should be assigned, with the exception of such as relate to the clothing and equipment of the cadets.

Respectfully submitted to the honorable Secretary of War,

By his most obedient and very humble servant,

S. THAYER, *Brevet Major,*
Superintendent Military Academy.

ENGINEER DEPARTMENT. A true copy:

J. L. SMITH, *Lieutenant Corps of Engineers.*

WEST POINT, *January* 20, 1818.

We, the members of the Academic Staff of the United States Military Academy, do hereby certify that, in our opinions, a quartermaster, two additional teachers of the French language, and four additional assistant professors of mathematics are absolutely necessary to that institution; and that the additions of a professor of chemistry and mineralogy, a professor of ethics, geography, and history, (being also chaplain,) a professor of the languages and oratory, another assistant professor of philosophy, and a teacher of military drawing, would be highly advantageous.

JARED MANSFIELD,
Professor of Nat. and Ele. Philosophy, Military Academy.

ANDREW ELLICOTT,
Professor of Mathematics, United States' Military Academy.

C. CROZET,
Professor of Engineering.

CLAUDIUS BERARD,
Teacher of French.

C. E. ZOELLER,
Teacher of Drawing.

D. B. DOUGLASS,
Brevet Captain and Assistant Professor of Philosophy.

CHAS. DAVIES,
Brevet Lieutenant and Assistant Professor of Mathematics.

C. M. EAKIN,
Lieutenant and Assistant Professor of Engineering.

G. W. GARDINER,
Lieutenant corps of Artillery and Inst. Artillery.

C.

Propositions in relation to the United States' Military Academy at West Point.

1st PROPOSITION. The academy to consist of the academic staff, and other officers and cadets doing duty therewith, and to be under the superintendence of an officer of the army, specially designated for that purpose by the President of the United States.

Remarks.—By the laws of 1802 and 1812, the Military Academy is made to consist, in part, of the corps of engineers; and the senior officer of that corps, present at West Point, is *ipso facto* the superintendent of the institution. This provision, which appears to have been originally made with a view of economizing officers, has latterly been rendered, in a great measure, nugatory, by the great increase of duties in the engineer department. The officers of that corps, comparatively few in number, have, for some years past, been principally engrossed with the performance of their own proper duties; and the academy, though not entirely deprived of their services, has generally been able to derive but casual and uncertain advantages from them. The superintendence, also, according to the rule on that subject, is evidently exposed to all the contingencies of an ordinary command, and it has not unfrequently happened, that a subaltern officer of very low grade has been called upon to discharge the duties of that important station. The inconvenience arising to the academy from these circumstances has suggested

the necessity of adopting an organization distinct from that of the corps of engineers, and such is the object of the first proposition. It is contemplated, however, as will be seen by a future proposition, to secure to the officers of engineers all the advantages of study and instruction at the academy which they now enjoy; and, also, to constitute the chief engineer inspector of the institution.

2d PROPOSITION. The academic staff to be so increased as to consist of the following officers, viz: One professor and two assistant professors of natural and experimental philosophy; one professor and four assistant professors of mathematics; one professor and one assistant professor of engineering; one professor of geography, history, and elements of civil law, to be also chaplain; one professor of languages, oratory, and belles-lettres; one principal and two assistant teachers of the French language; one teacher of elementary drawing; one teacher of military drawing; one riding and sword master.

Remarks.—The reasons which have suggested the increase of the staff, as contemplated in this proposition, are given at large in a separate *projet* relative to that particular subject.

3d PROPOSITION. The additional professors, assistant professors, and teachers above mentioned, to be appointed from the army or otherwise; and all future vacancies in the academic staff to be supplied in the same way.

Remarks.—By the present law, the assistant professors must be taken from the corps of engineers or cadets. The appointment from cadets, for reasons given in the *projet* above referred to, is considered as generally exceptionable; and the selection of officers of engineers, in the present numerical state of that corps, is, even now, attended with considerable inconvenience; and still more would this be the case should the staff be increased to the extent contemplated in the second proposition. On these accounts, therefore, as well as for the sake of the institution itself, it is desirable that the field for selection should be extended, and that in as great a degree as possible.

4th PROPOSITION. An instructor of tactics, and an instructor of artillery, to be selected from the army and attached to the academic staff.

Remarks.—These officers are proposed to be selected from the army for the purpose of acting not only as instructors, but as subordinate officers in the command of the cadets; an arrangement which will obviate the necessity of appointing or selecting other officers for this particular purpose.

5th PROPOSITION. The other officers attached to the academy, to be the following: One surgeon; one paymaster and treasurer; one quartermaster; and one adjutant.

These three last to be allowed a clerk each, with the pay and emoluments of an artificer.

Remarks.—There is a post surgeon already attached. The duties of paymaster and treasurer are at present performed by the paymaster of engineers. Should the academy be separated from the corps, however, it would be advisable to transfer the paymastership to the former, as, in the event of such a separation, there would be little or no duty for a paymaster to the corps.

The establishment of a quartermaster's department at the academy may be considered as absolutely indispensable; in proof of which it would only be necessary to refer to the extent of the public lands and public buildings the amount of public property, of various kinds, at the place, and the quantity of fuel, and stationary, and books, necessary to be supplied.

The present adjutant is provisionally attached.

6th PROPOSITION. The compensation of the several officers of the academy to be as follows, viz: To each professor, the pay and emoluments of a lieutenant colonel of engineers; to the principal teacher of French, the instructor of tactics, and the surgeon, the pay and emoluments of a major of engineers; to the instructor of artillery, to each assistant professor and assistant teacher, to the two teachers of drawing, and to the sword and riding masters, the pay and emoluments of a captain of engineers; to the paymaster and quartermaster, each, the pay and emoluments of a regimental paymaster; and to the adjutant, the pay and emoluments of a regimental adjutant: provided, that, to each of the professors be permanently assigned a good and sufficient dwelling house and garden; and, in like manner, suitable quarters to the other instructors, severally.

Remarks.—The pay and emoluments of a lieutenant colonel are at present allowed to the professor of natural philosophy, and those of a major to the professors of mathematics and engineering, a distinction which does not appear to rest upon just and equitable grounds. The relative importance of the several professorships, as parts of the institution, is considered to be so nearly equal as not to justify any difference of endowment on that account, and the proportion of labor, if taken into consideration, would be found to give at least as great claims to the chairs of mathematics and engineering, as to that of natural philosophy. It is therefore proposed to allow to the former the same compensation that is at present allowed to the latter, and the same also to the additional professors, recommended in the second proposition. The pay and emoluments of a lieutenant colonel of engineers, together with the consideration of a house and garden, is calculated to be about equal to the compensation usually allowed to the professors of our colleges and universities, and it is believed that a lower salary for the professors of this institution would not enable it to command such a degree of talent as would be desirable for the supply of vacancies. The compensation of the other officers mentioned in the proposition is conceived to be in a suitable ratio with that of the professors.

7th PROPOSITION. The number of cadets to continue at two hundred and fifty, the same as heretofore; and the pay and emoluments to continue also the same, viz. sixteen dollars per month pay, and two rations per day subsistence.

Remarks.—Two hundred and fifty cadets, when properly organized into classes as hereafter proposed, is judged sufficient, and even more than sufficient, for supplying the vacancies in the present military establishment; and it is not recommended that a greater number should ever be kept in service than can be provided with commissions at the conclusion of their studies. At present, the greatest excitement to diligence and application, and probably the greatest which could be employed, is the prospect of being promoted into the army, the field of their future exertions, according to merit. But, should the number of cadets be increased, so as to exclude any considerable proportion of them from promotion, that ambition, which is now the peculiar spirit of this institution, would, in all probability, be checked; and even the obligation to remain in service, which is now felt, would, it is feared, be in a great measure done away.

8th PROPOSITION. The cadets to be subject to the established regulations of the academy; to be organized into companies for police and military instruction, at the discretion of the superintendent, and to be taught and exercised in all the various field and garrison duties of an officer, non-commissioned officer, and private.

Remarks.—The provisions of this proposition are, in effect, nearly the same, as those of the present law, such alterations only having been made as were rendered necessary by the new organization suggested in the former propositions. By the law of 1812, for example, the cadets are arranged into companies, according to the directions of the commandant of engineers, and officered from that corps. By the proposition here offered, however, the

companies of the cadets are to be *organized* at the discretion of the superintendent. With respect to military instruction, it has been thought advisable to comprehend it under the general expression of *field* and *garrison* duty, and leave the time and period of encampment, which at present is fixed by law, to be made rather a subject of regulation.

9th PROPOSITION. The professors of the institution, the principal teacher of French, the instructor of tactics, and the instructor of artillery, to constitute an academic board, or council, of which the superintendent should always be president, and whose duty it should be to fix and improve the system of studies and instruction; to conduct and decide upon all examinations; and to specify, in detail, the duties of the several instructors.

Remarks.—This board, or council, is intended to be equivalent to the *conseil de perfectionnement* of the French polytechnic school, and in some respects similar to the Faculty of Arts of our colleges. The heads of the departments of instruction are selected as its members in order that its meetings may interfere as little as possible with the ordinary recitations of the cadets, which, if it were constituted of the whole staff, would generally have to be suspended for that purpose. A selection also is desirable, on account of the greater facility and despatch with which business may be transacted by a small number of persons.

10th PROPOSITION. The course of study at the academy to embrace a period of four years; and the cadets to be kept, by gradations of one year, in four corresponding annual classes.

Remarks.—The system here proposed differs in no respect from that which has been adopted, and is now acted upon, at the academy. It is suggested, however, in this place, as a proper subject of law or of permanent regulation.

11th PROPOSITION. No cadet hereafter to be appointed who shall be under sixteen or over twenty years of age, nor until he shall have been examined and found well versed in reading, writing, orthography, English grammar, and arithmetic; which are to be considered as the pre-requisites for commencing with the fourth or lowest class.

Remarks.—The principal study of the cadets, during the two first years of their course, is mathematics, and the experience of the professors has proved that most young men, at the age of fourteen, are neither sufficiently matured in mind, nor sufficiently grounded in the previous studies, to proceed to the higher and more abstruse parts of that science. The consequence, therefore, generally is, that, at the second or third examination, they are liable to be turned back, and though, by the help of good natural talents, they may ultimately accomplish their course, they seldom acquire an adequate knowledge of mathematics, or of the sciences connected with it; to obviate this evil, it is proposed to alter the minimum age of the cadets, from fourteen to sixteen years; an alteration the more to be desired, as it will enable the candidates to acquire a previous knowledge of English grammar, which is therefore inserted among the pre-requisites.

12th PROPOSITION. Cadets, who pass a satisfactory examination, after having gone regularly through all the classes, to receive a degree from the academic council, designating the corps in which they are respectively judged qualified for promotion.

Remarks.—This proposition is offered merely in the language of the present law, a slight variation having been admitted with a view of establishing the final examination of the cadets, and the manner of designating the corps in which they are recommended for promotion.

13th PROPOSITION. When any cadets, not exceeding two in a class, shall be distinguished, in a remarkable degree, for their scientific attainments, that fact to be particularly set forth in their diplomas, and such cadets, and such only, to be recommended for promotion in the corps of engineers.

Remarks.—The provision here proposed is calculated not only for the purpose of supplying the corps of engineers with scientific and meritorious officers, but as a stimulus to the exertions of the cadets, both of which are objects of such obvious importance as not to require a very lengthy remark. The care with which it is proposed to guard the corps of engineers against the admission of any member not duly qualified, is thought to be not inconsistent with the scientific character of that corps, and the importance of its duties; and, at the same time, it is not forgotten that the competition thus offered to the cadets must, of course, be attended with the greatest advantages to every corps of the army into which they may be promoted.

14th PROPOSITION. Every cadet receiving the degree of the academy to be considered a condidate for promotion in the corps therein designated, and in case there shall not be a vacancy in such corps at the time he may be attached to it, at the discretion of the President of the United States, by brevet of the lowest grade, as a supernumerary officer, with the usual pay and emoluments of that grade, until a vacancy shall happen: *Provided*, that there shall not be more than one supernumerary officer attached to a company at one time.

Remarks.—This proposition is given in the language of the present law, and is attended with only one objection, as a member of the present series. The corps of engineers, in its present organization, being liable to fewer vacancies than any other corps of the army, the graduates who are assigned to it will more generally be attached by brevet than those assigned to other corps. Hence it will not unfrequently happen that the contest for personal distinction, contemplated in the preceding proposition, will be attended with a sacrifice of rank on the part of the successful candidate. As this is a result to be guarded against, if possible, I would here suggest the propriety of making such an additional number of vacancies in the corps of engineers as would always admit of its graduates being commissioned. I am the more ready to make such a suggestion, from a belief that an increase of the corps in question is loudly called for by the present state of the service. The following plan to that effect is respectfully submitted, viz: the addition of two majors, four captains, eight first lieutenants, and eight second lieutenants. The higher grades to be filled by selections made in the present corps, and the lower by the gradual promotion of cadets, as already proposed.

15th PROPOSITION. Cadets, upon the recommendation of the academic council, to be attached as such to regiments or corps; but not in this case to be promoted, until the class to which they belonged shall have been promoted.

Remarks.—There have sometimes been cadets at the academy, who, though unable to go through with the course of studies to advantage, have nevertheless exhibited a prospect of their becoming useful and active officers, with proper cultivation, in the field. The present proposition is intended to provide the means of promotion to such, and at the same time to guard against a facility in this respect which might interfere with the promotion of their companions.

16th PROPOSITION. No cadet to be promoted from the academy until he shall have completed his course and been graduated in the manner above specified.

Remarks.—The object of this and the following proposition, as will be seen, is to guard carefully the point of rank in favor of those who persevere in their studies.

17th PROPOSITION. Cadets who resign to be ineligible to any office in the army until after the class from which they resign shall have been promoted.

18th PROPOSITION. Persons who shall have been dismissed from the academy to be ineligible to any office in the army for five years thereafter, and for ever, if dismissed for any act in itself dishonorable.

19th PROPOSITION. A number of waiters for the cadets, not exceeding one for every twenty, to be employed by the quartermaster.

20th PROPOSITION. Such a number of musicians to be enlisted for the use of the academy as the President shall direct.

21st PROPOSITION. The chief engineer to be inspector of the academy, and to visit it as often in that capacity as the President of the United States shall direct.

Remarks.—As the Department of War has already appointed an officer to perform the duty of inspector, the necessity of such an officer appears to have been admitted; and the proposition to confer it upon the chief engineer arises not only from his claim as chief of a scientific corps, but from his being the officer already designated for that duty. It was proposed also in the remarks to the first proposition to offer this as an equivalent, in part, for the separation of the academy from the corps.

22d PROPOSITION. Four scientific men, to be selected by the President of the United States, and constitute a board of visitors, of which the inspector shall always be chairman, and whose duty it shall be to attend at the general examinations, and to inquire into and report accurately to the War Department the state and progress of the institution; such compensation being allowed them, while so acting, as the President shall direct.

23d PROPOSITION. Officers of engineers, residing at the academy by permission of the chief of that corps, to be allowed quarters not interfering with the officers on duty at the academy, and access to the library and lectures of the professors, under such restrictions only as are applicable to the officers of the academy.

Remarks.—This proposition is anticipated in the remarks to the first, being intended, like the twenty-first, as an equivalent for the separation of the academy from the corps of engineers.

24th PROPOSITION. So much of the law fixing the military peace establishment, passed in 1802, as relates to the Military Academy, also the second section of an act passed on the 28th of February, 1803, and the second, third, and fourth sections of an act making further provision for the corps of engineers, passed in 1812, to be repealed.

Remarks.—All the provisions of the laws here proposed to be repealed are embraced in the present series of propositions, except that requiring the cadets to sign articles of obligation to remain five years in service, which, as it has never been carried into effect, and is not calculated to produce an equal effect, is not recommended for renewal.

Respectfully submitted.

S. THAYER, *Brevet Major, Sup. Military Academy.*

ENGINEER DEPARTMENT.

A true copy:

J. L. SMITH, *Lieutenant Corps of Engineers.*

D.

Remarks on "the propositions in relation to the Military Academy at West Point."

1. The school at West Point to be under the superintendence of an officer of the army, especially appointed for that purpose by the President of the United States. The superintendent will communicate directly with the Secretary of War on all subjects relating to the instruction, administration, &c. of the school.

Remarks.—The school at West Point now furnishes officers indiscriminately to the whole army; there is, consequently, no good reason why the corps of engineers should any longer exercise an exclusive control over the institution. The Secretary of War alone should be vested with a general control, and with the only intermediate authority between the superintendent and the President of the United States.

2. The academic staff to consist of the following professors, &c.: One professor, and two assistant professors, of natural and experimental philosophy; one professor, and four assistant professors, of mathematics; one professor, and two assistant professors of chemistry, &c.; one professor, and one assistant professor, of *fortification* and *descriptive geometry;* one professor, and one assistant professor, of artillery; one teacher, and two assistant teachers, of the French language; one teacher of drawing, and two assistants; one riding and sword master.

Remarks.—As it is proposed to perfect the system of instruction at the academy, by gradual ameliorations, it is important that all changes or additions that are made in relation to it should be confined to what is strictly necessary; and not to hazard the introduction of accessories, which might encroach upon the time required for the acquisition of more valuable objects. Geography, history, jurisprudence, the languages, belles-lettres, are considered as among the number of these accessories. It is conceived that the creation of professors for these branches may be advantageously deferred until experience and the improved condition of the school shall show how far they can be useful, and in what way they can be rendered most so.

In the original propositions no mention is made of a professor of artillery for teaching the theory of gunnery, fabrication of arms, constructions, &c., although a professor for these branches is as indispensable for the cadets destined for the artillery as one of fortification is to those destined for the engineers.

Fortification and descriptive geometry are now taught by the same person, and it is believed essential that he should continue to profess them both, as a knowledge of descriptive geometry is equally necessary to the teacher and student of fortification. It is to mark the necessity and insure the permanency of the union of both these branches at the school at West Point, that the appellation is here given of "professor of fortification and descriptive geometry."

What is termed military drawing being attendant, and but a secondary qualification in a teacher of drawing at a military school, it is believed that the same individual should profess all the branches of that art; and, that two assistants will enable him to divide these branches, if necessary, and conduct them to greater advantage than if each branch was confided to a separate professor.

3. The professors, assistant professors, teachers, and their assistants, to be appointed from the army or otherwise, and all vacancies to be supplied in future in the same way.

Remarks.—The corps of engineers is altogether insufficient to supply the school with professors and assistants; and the academic staff would suffer the most serious detriment in its composition, by restricting the selection of its members to the narrow limits of a corps, insufficient in its numbers to discharge its own professional duties.

4. An instructor of artillery, and an instructor of infantry, to be selected from the army, and attached to the Military Academy.

Remarks.—It is proper that these two instructors should be taken from their respective arms, the first will instruct in artillery exercises, the service of the piece, of the mortar, &c.; the second will instruct in the infantry drill and evolutions, according to the regulations established for the infantry of the United States. They can also be advantageously employed as subordinate officers in the command of the cadets, as stated in the propositions.

5. The other officers attached to the academy, &c.

Remarks.—These additional officers appear to be strictly necessary.

6. The compensation of the several officers of the academy to be as follows, &c.

Remarks.—The propositions contained in this article are equitable, in placing all the professors on the same footing as to emoluments; for the relative importance of their talents and labors must be considered too nearly equal to admit of a just discrimination. It is desirable, for the same reason, that the instructor of artillery should also be placed on an equal footing with the instructor of infantry.

It is believed that the pay and emoluments of the professors, and the rest of the academic staff, mentioned in the original article, are placed as low as they well can be, without incurring serious injury to the institution. The inducements to individuals should be such as would enable the Government to command, at all times, the degree of talent and other requisites, suitable and necessary to those stations, and to this end we believe, that the pay, &c. of the academic staff should be raised a grade higher than is stated in the original article six.

7. The number of cadets admitted annually to the school, (allowance being made for casualties,) should not exceed the number of graduates that may be annually required to fill the vacancies in the army. The total number of cadets in the school should be regulated according to this principle.

The cadets will continue to receive sixteen dollars per month, and two rations per diem.

Remarks.—Whether the school at West Point be destined to supply the whole, or part of the vacancies which may annually occur in the army, it is believed essential to the interests of the institution, that the number of graduates should not exceed the annual number of promotions.

It would perhaps be more advantageous to the cadets, for the Government to furnish them their board and clothing, and deduct the amount from their pay and rations. This arrangement would relieve them from the necessity and embarrassment of providing for themselves, and all their time and attention might then be exclusively devoted to their academical pursuits.

8. The cadets will be organized into companies, &c., at the discretion of the superintendent, &c.

Remarks.—It is a matter of course, that the cadets should be subjected "to the established regulations of the academy." Their organization into companies should be left entirely to the discretion of the superintendent. The number of these companies, their force, and the cadets who should compose them, depending upon circumstances that are continually changing, such as their size, age, degree of proficiency in the infantry instructions, &c. The original article eighth should therefore be maintained.

9. The professors of the institution, the principal teacher of the French language, the principal teacher of drawing, to constitute an academic board, or council, of which the superintendent should always be president.

It will be the duty of the Board to conduct and decide on all examinations of the different classes, at the end of each academical year; to determine the relative proficiency of the cadets, in the studies of their respective classes; to make out and forward to the War Department the necessary merit-rolls, accompanied with such remarks, &c. as may be requisite to make known the results of these examinations.

The Board will also assemble periodically, or at such times as the Secretary of War may direct, and will report to him on the progress and state of the academy; embracing its organization, police, course of instruction, administration, &c. and suggesting such ameliorations in these departments as may appear to them either necessary or expedient.

Remarks.—The original propositions, under the ninth article, which vests the Board with the power "to fix and improve the system of studies and instructions," and "to specify in detail the duties of the several instructors," appear to have a tendency, incompatible with the nature and objects of a military school, and to require the modifications here suggested.

According to the original propositions above cited, the degree and kind of instruction that the cadets would receive at the school, is to be confided, without reserve, to the discretion of the very individuals who are employed to teach, and who would be empowered at the same time to prescribe their own duties. The Government would seldom be acquainted with the actual condition of the interior of the school; and would be stripped of that immediate control over its operations, which is essentially necessary to the interests and success of the institution.

Agreeably to the modifications here recommended, the Board is charged with the duty of proposing ameliorations, &c. which must receive the sanction of the Government, before they can be carried into effect. With this check upon the operations of the Board, the changes that may in future take place in the instruction, &c., will most probably be fortunate, and the institution kept in a constant state of improvement. Without these modifications, the progress of the instruction will be subjected alternately to the caprices of novelty and abuses of routine.

To obtain, therefore, for the school at West Point, the degree of perfection which it is capable of receiving, it becomes of the first importance to prohibit any change whatever from being made in relation to it, without the knowledge and express approbation of the Government.

10. "The course of study at the academy to embrace a period of four years, and the cadets to be kept by gradations of one year, in the four corresponding classes."

Remarks.—This article should be maintained, at least, until experience shall enable us to determine whether the period of four years is sufficient to give to the cadets the degree of instruction which it is the object of the institution to furnish.

11. "No cadet hereafter to be appointed, who shall be under sixteen," &c.

Remarks.—The age of sixteen appears, in all respects, preferable to that of fourteen. The body and mind are better fitted for the change of habits that take place on joining the school, and to the abstract nature of the studies they are required to pursue. At the age of sixteen, the previous education of the cadet will be more advanced, and the acquirements requisite for admission to the school will be more perfect. It is therefore, believed, that the original article eleventh should be maintained.

12. At the termination of each scholastic year, all the classes will be examined, and the names of the cadets composing each class will be entered on a merit-roll, according to their relative proficiency in the studies of the classes to which they respectively belong. These examinations will be made by the board or council mentioned in the ninth article, and in the presence of such persons as the Government may appoint for that purpose. The

relative rank of the cadets, when promoted, will be the same as their relative rank or order on the merit-roll of the fourth or graduating class; and each cadet shall be entitled to choose the corps or regiment in which he is to be commissioned (provided there be a vacancy at the time in such corps or regiment) according to his rank, or the order of the name on the merit-roll of the graduating class to which he belongs, the first in rank upon that roll having the first choice, and so on successively.

Remarks.—It would be advantageous to the institution, and equally so to the professors, that they should not be exclusively charged with fixing the final relative rank of the cadets composing the graduating class. But the difficulty of finding at hand individuals competent to this duty, imposes the necessity, for the present, of confiding it to the board of professors. The measure here proposed, however, of causing the examinations, &c. to be made by the Board, in the presence of one or more persons appointed for that purpose, will diminish, as much as possible, the causes of complaint which might otherwise exist; and is offered as a substitute for an examining committee, which ought to be composed of individuals entirely unconnected with the institution.

The annual examination of the cadets, of which the results are to be made known to the War Department by the merit-roll of each class, which shall exhibit the relative proficiency of each cadet in the studies of his class; the fixing the rank of each cadet in the army, according to his relative rank upon the *merit-roll of the graduating class;* the giving to each cadet, according to his rank upon this roll, the choice of entering any corps or arm of the military establishment, in which there may be a vacancy at the time, are considered as the most proper, perhaps the only means, which are admissible, to produce emulation among the cadets, and at the same time to exclude, as far as possible, occasions of partiality or injustice towards individuals. The disadvantage of unpleasant and unnecessary distinctions in favor of any particular corps will hereby be avoided, while all the desirable advantages will be equally attained, in leaving to each cadet, according to his relative merit, the choice of the arm which may best accord with his inclinations.

13. "When any cadets, not exceeding two in a class, shall be distinguished in a remarkable degree for their scientific attainments, that fact to be particularly set forth in their diplomas."

Remarks.—In case the twelfth article should be modified as recommended, that part only of the original thirteenth article here inserted should be retained; the remainder to be suppressed.

14th PROPOSITION.

Remarks.—The twelfth article as recommended leaves to the cadets, according to their degree of merit, the choice as to the corps or arm in which they shall be commissioned; they will, consequently, be at liberty to enter as supernumeraries in the corps of engineers, in case it should have a similar class of officers attached to it hereafter. The original article fourteen should therefore be suppressed.

15th PROPOSITION.

Remarks.—The same objectionable feature prevails in the original article fifteen as in nine and fourteen. Article ninth vests the board of professors with the power of regulating their own duties, the course of studies and instruction, and of changing or modifying them at will. Article fourteenth grants them the power of designating the particular corps or arm in which the graduates shall respectively serve and be commissioned; and, finally, article fifteenth authorizes them to send any cadet from the school to be attached to any corps or regiment they think fit.

The ostensible case for which the article fifteenth is designed to make provision, would be better provided for by allowing a year of grace at the school to the cadet, who may have been able to qualify himself in the regular term of four years, and if this should prove insufficient he should then leave the school. The Board should report the circumstances of his case to Government, at whose disposal he would be left, to be attached to such corps or regiment or not as might be deemed most advisable at the time. In the event of the promotion of a cadet thus situated, the latter part of the fifteenth article should take effect.

16. "No cadet to be promoted from the academy until he shall have passed through all the classes and regularly graduated."

17. 1st. No appointment to be made to the lower grades of the military establishment in time of peace but from the Military Academy; provided that the number of graduates at the school shall equal the annual number of vacancies in the army.

2d. In the event of the annual vacancies to be filled exceeding the number of graduates furnished by the academy, the cadets who shall have regularly graduated will take rank on their promotion, over all appointments that may have been made to the vacancies in the lower grades of the army during the year immediately preceding the promotion of such cadets; except in the case of individuals receiving previous appointments, who shall have submitted to and passed the same examinations as the graduates of the school are subjected to.

Remarks.—The article here inserted is suggested as a substitute for the original article seventeenth. In case the number of graduates furnished by the school should be equal to the annual wants of the military establishment, the case for which the original article seventeen is intended to provide cannot occur if the present article should be adopted.

If the annual number of vacancies, however, should exceed the number of graduates furnished from the school, the cadets will find additional and powerful motives to exertion in the advantages and recompense here held out to their application and industry, without depriving the army of the acquisition of members who may have equally well qualified themselves at their own expense.

The advantages offered to such of the cadets who shall have completed their course of studies at the school, will be sufficient to deter any of them from resigning with a view to subsequent appointment in the army; and it is not conceived necessary to deprive those cadets who may resign (from ordinary and not disreputable causes) of the rights and privileges allowed to all their fellow-citizens who have not even studied at the school. Moreover, the Government possess and would doubtless exercise the power, so far as it might be equitable and expedient of preventing resignations, or of refusing to appoint to vacancies in the army any or all of the cadets who may leave the school, according to the nature and circumstances of each particular case.

The *first part* of the present article is believed to be just, and, indeed, necessary. The provision made in the *second part* is, in effect, to give rank in the army to the cadets (*in relation to all* who may be appointed without possessing equal qualifications) from the date of their entrance or commencement in the graduating class. If it should be deemed objectionable in its present form and extent it may be advantageously limited in its operation and confined to a certain number of the graduating class, who shall be most distinguished for their acquirements.

18th PROPOSITION.

Remarks.—The intention of the original article eighteen appears necessary and should be provided for; but the article in its present shape is objectionable.

It is understood to be the superintendent who at present judges of the degree of offence or guilt of a cadet, and suspends or dismisses him from the academy at discretion and without trial. The article, as it now stands, empowers the superintendent to inflict a punishment that shall endure with the life of the supposed culprit.

Crimes which would merit and require the punishment prescribed by the article in question ought to be *defined*, as well as the penalties awarded them; and individuals accused of those crimes should have the right of trial by a competent and legal tribunal.

19. "A number of waiters for the cadets, not exceeding one for every twenty, to be employed by the quartermaster."

Remarks.—There appears to be no objection whatever to this article.

20. "A band of music," &c.

Remarks.—This article is considered to be not without advantage to the establishment, and should be retained.

21. Whenever the Secretary of War shall judge it necessary he will appoint one or more suitable persons to be taken from the army or elsewhere for the purpose of inspecting the academy. The superintendent and board of professors will be held to furnish to such inspector or inspectors any information connected with the various departments of the academy they may require; whose duty it will be to attend at the general examinations of the cadets, and to report on the condition of the institution both as it relates to its organization and administration direct to the Secretary of War.

Remarks.—It is conceived, as stated in article first, that no permanent intermediate authority should exist between the President of the United States and the superintendent of the school but the Secretary of War; who will appoint, from time to time, an individual or a commission, to be taken from the army or elsewhere, as he shall judge most expedient, for the purpose of inspecting the establishment, and reporting on its state and progress. It is this individual or commission who should be present at the examinations, and particularly of that of the graduating class as mentioned under the twelfth article; the period of these examinations should consequently be that of the operations of this commission of inspection, although it is not supposed necessary to *restrict* it either to that or any other period of time. The duties of the inspection ought not, it is believed, to be confided permanently to any one individual or commission; nor exclusively to any particular corps or arm of the service.

22. "Four scientific men to be appointed by the President," &c.

Remarks.—In case the articles twelve and twenty-one should be adopted, as heretofore recommended, the original article twenty-two will be unnecessary.

23. Any officer of the army who shall obtain permission of the Secretary of War to reside at West Point, or to follow the course of studies at the school, will be allowed quarters not interfering with officers on duty at the academy, and will be admitted to the same means of instruction as are allowed to the cadets, with access to the library under such restrictions only as are applicable to the officers of the academy.

Remarks.—It is believed that the original article twenty-three should be modified as here stated, in order to extend the advantages given by it to the corps of engineers to the whole military establishment; the service in general, as well as a particular portion of it, will be thereby benefited.

The same motives of general utility that rendered it expedient, and indeed necessary, to locate the corps of engineers at West Point, and to constitute it a Military Academy in 1802, now require the complete separation of that corps from all exclusive connexion with the military school and the place of its location. It may become necessary to make some other provision for the corps, but it certainly can possess no rights which the proposed arrangement would violate, or which would require an indemnity at the expense of any interest of the Military Academy or of the army in general.

24. "So much of the law fixing the military peace establishment," &c.

Remarks.—The entire article twenty-four should be carried into execution.

All these dispositions may be considered as forming the first degree of amelioration, of which the school is at this moment susceptible of receiving. They only offer, however, the *means* of instruction and administration, without specifiying the particular mode of their employment or application; which is equally essential, and which may be considered as a second degree of amelioration, which remains to be given to the school to render it adequate to the objects of its establishment. It is therefore desirable that the superintendent and board of professors should present, by the month of November, 1819, a programma of the instruction, which would make known—

1st. What is taught to the cadets of the fourth, third, second, and first classes, respectively.

2d. In what manner the hours of study are arranged both as to the division of study and of time.

3d. What are the methods employed of teaching the cadets.

4th. The manner of conducting the examinations of the different classes, and particularly of the fourth or graduating class; and the mode of determining the final relative rank of the different graduates.

All the objects embraced under these heads should be established by regulations; and, when fixed, no alteration should be suffered to take place without the approbation and order of the Secretary of War.

A third degree of amelioration relates to the administration of the expenditures, &c. of the establishment in general embracing the clothing, subsistence, &c. of the cadets, and to the system of police and general regulations for the government of the institution.

It is equally desirable that a project embracing all these points should also be presented at the same time.

We submit it to the Government as our opinion that the pay and emoluments of the superintendent of the school ought to be and should be made independent of his rank in the army; because his expenses will necessarily be the same whatever may be his rank; and as, from the very nature of the command, the expenses of the superintendent must exceed those of any commandant of a post, it is believed that both justice and good policy require that his pay and emoluments should be placed upon the footing of a colonel of cavalry or ordnance commanding a separate post.

Most respectfully, &c.

BERNARD, *Brigadier General.*
W. McREA, *Major of Engineers.*

Hon. J. C. CALHOUN.

ENGINEER DEPARTMENT.

A true copy:

J. L. SMITH, *Lieutenant Corps of Engineers.*

List of Cadets attached to the Military Academy at West Point, New York, on the 1st of January, 1815, and of such as have been appointed between that time and the 30th of September, 1819; exhibiting the States from which they were appointed; the dates of their admittance to the Military Academy; the dates of their promotions, resignations, dismissals, deaths, &c. from that institution.

No.	Names.	State or Territory.	Date of admission.	Date of resignation.	PROMOTIONS.				
					Date of promotion.	Rank.	Corps or regiment.	Age.	Remarks.
1	James M. Spencer,	Indiana,	January 1, 1812,	- -	July 17, 1817,	3d lieutenant,	Artillery,	19	Promoted to 1st lieutenant, June 26, 1819; now in service.
2	Isaac A. Adams,	District Maine,	October 1, do.	- -	July 17, do.	3d lieutenant,	Artillery,	19	Promoted to 1st lieutenant, July 31, 1819; now in service.
3	Milton Partridge,	Vermont,	March 11, 1813,	October 1, 1817.					
4	James K. Armstrong,	New York,	April 5, do.	April 30, do.					
5	Robert C. Brent,	Maryland,	April 14, do.	- -	March 2, 1815,	3d lieutenant,	Artillery,	18	Promoted to 1st lieutenant, March 5, 1819; now in service.
6	Benjamin Bonneville,	New York,	April 14, do.	- -	Jan. 15, 1817,	2d lieutenant,	Light artillery,	19	Transferred to 8th infantry, 2d lieut. March 10, 1819; do.
7	Thomas Gardner,	New York,	April 14, do.	- -	Jan. 1, do.	2d lieutenant,	Light artillery,	19	1st lieutenant, December 31, 1819; now in service.
8	Wm. B. G. Taylor,	North Carolina,	April 14, do.	- 1815.					
9	John A. Webber,	Massachusetts,	April 14, do.	- -	Sept. 30, 1816,	2d lieutenant,	Light artillery,	18	1st lieutenant, October 31, 1819; now in service.
10	W. C. N. Armistead,	Dist. Columbia,	April 15, do.	Nov. 7, 1817,	- -	- -	- -	-	1st lieutenant, February 24, 1818; in service.
11	Henry H. Loring,	Massachusetts,	April 15, do.	- -	July 24, 1818,	2d lieutenant,	6th infantry,	19	Transferred to 3d infantry; in service.
12	Samuel McKenzie,	North Carolina,	April 15, do.	- -	July 24, do.	2d lieutenant,	Artillery,	18	In service.
13	John McKenzie,	North Carolina,	April 15, do.	- -	July 1, 1819,	2d lieutenant,	8th infantry,	21	In service.
14	William H. Swift,	New York,	April 15, do.	- -	July 1, do.	2d lieutenant,	Artillery,	-	In service.
15	Nathaniel H. Loring,	Massachusetts,	May 8, do.	Nov. 30, 1819.					
16	Cornelius A. Ogden,	Ohio,	May 8, do.	- -	July 1, do.	2d lieutenant,	Engineers,	20	In service.
17	Robert F. Scott,	Virginia,	May 8, do.	- -	March 2, 1815,	3d lieutenant,	Artillery,	18	Prom'd to 2d lieut. June 15, 1817, and resign'd Nov. 4, '18.
18	Edmund Brook,	Virginia,	May 11, do.	- -	- -	- -	Marines.		
19	Wolvert E. Williams,	New York,	May 20, do.	- -	March 2, do.	3d lieutenant,	Ordnance,	17	2d lieutenant, June 30, 1818; in service.
20	Samuel Cooper,	New York,	May 25, do.	- -	Nov. 15, 1817.	2d lieutenant,	Light artillery,	21	In service.
21	Henry Smith,	New York,	May 28, do.	- -	March 2, 1815,	3d lieutenant,	Artillery,	18	2d lieutenant 2d infantry, June 17, 1816.
22	Nicholas Gray,	New York,	May 29, do.	- 1816.					
23	William Rigal,	New York,	May 29, do.	- -	March 2, do.	3d lieutenant,	Ordnance,	18	Dropped, January 1, 1818.
24	William Graham,	Virginia,	June 11, do.	- -	July 17, 1817,	3d lieutenant,	Artillery,	18	1st lieutenant, July 31, 1819; in service.
25	William W. McIntyre,	Dist. Columbia,	June 11, do.	- -	- -	- -	- -	-	Died May 26, 1818.
26	Alexander Smoot,	Dist. Columbia,	June 11, do.	June 5, 1816.					
27	Stephen Herberger,	Pennsylvania,	June 16, do.	- 1815.					
28	Thomas W. Lendrum,	Dist. Columbia,	June 16, do.	- -	March 2, 1815,	3d lieutenant,	Artillery,	20	1st lieutenant, May 30, 1819; in service.
29	George W. Swift,	Dist. Columbia,	June 16, do.	Nov. 7, 1817.					
30	M. F. Vandeventer,	New York,	June 17, do.	- -	March 2, do.	3d lieutenant,	Artillery,	21	2d lieutenant 2d infantry, July 22, 1817; in service.
31	James D. Graham,	Virginia,	June 19, do.	- -	July 17, 1817,	3d lieutenant,	Artillery,	18	1st lieutenant, September 8, 1819; in service.
32	Thomas P. Gwynn,	Virginia,	June 19, do.	Sept. 30, 1818.					
33	Henry Brewerton,	New York,	June 19, do.	- -	July 1, 1819,	Brevet 2d lieut.	Engineers,	18	In service.
34	John B. Duffy,	New York,	June 24, do.	- 1816.					
35	Allen H. Jackson,	New York,	June 24, do.	- 1816.					
36	George Brewerton,	New York,	June 25, do.	Nov. 8, 1817.					
37	John R. Sloo,	Ohio,	June 25, do.	- -	March 2, 1815,	3d lieutenant,	Artillery,	18	2d lieutenant, April 20, 1817; resigned April 30, 1818.
38	Thomas I. Leslie,	Pennsylvania,	July 5, do.	- -	March 4, do.	Brevet 2d lieut.	Engineers,	18	1st lieutenant, March 31, 1819; in service.
39	George Blaney,	Massachusetts,	July 7, do.	- -	March 4, 1817,	Brevet 2d lieut.	Engineers,	19	1st lieutenant, November 12, 1818; in service.
40	Thomas Denny,	Massachusetts,	July 7, do.	- -	- -	- -	- -	-	Died September, 1815.
41	Ward Marston,	Massachusetts,	July 7, do.	October 31, 1818.					
42	Joseph Smoot,	Maryland,	July 7, do.	Nov. 29, 1816.					

LIST OF CADETS—Continued.

No.	Name.	State or Territory.	Date of admission.	Date of resignation.	PROMOTIONS.				
					Date of promotion.	Rank.	Corps or regiment.	Age.	Remarks.
43	Alexander Cochrane,	Dist. Columbia,	July 8, 1813,	- -	March 2, 1815,	3d lieutenant,	Artillery,	20	1st lieutenant, April 7, 1719: in service.
44	Alonzo Brewer,	Vermont,	July 13, do.	- -	March 2, do.	3d lieutenant,	Artillery,	20	2d lieutenant, March 2, 1815; resigned October 16, 1816.
45	Henry R. Dulany,	Maryland,	July 13, do.	- -	March 2, do.	3d lieutenant,	Artillery,	18	1st lieutenant 4th infantry, February 10, 1818; in service.
46	William A. Dulany,	Dist. Columbia,	- -	- -	- -	- -	- -	-	Dismissed, 1815.
47	Jasper Strong,	Vermont,	July 13, do.	- -	July 1, 1819,	2d lieutenant,	8th infantry,	21	In service.
48	George A. Washington,	Dist. Columbia,	July 13, do.	- -	March 2, 1815,	3d lieutenant,	Artillery,	19	2d lieutenant, March 2, 1815; died December 9, 1817.
49	Wm. H. Vanderburgh,	Indiana,	July 15, do.	- -	- -	- -	- -	-	Dismissed, April 1, 1818.
50	Edwin Newton,	Virginia,	July 19, do.	Sept. 30, 1816.					
51	William S. Eveleth,	Dist. Columbia,	July 22, do.	- -	March 4, 1815,	Brevet 2d lieut.	Engineers,	18	Died October 4, 1817.
52	Millo Johnson,	New York,	July 22, do.	- -	March 2, do.	3d lieutenant,	Artillery,	20	2d lieutenant August 5, 1817, resigned March 1, 1818.
53	Charles Despenville,	New York,	July 23, do.	- -	July 17, 1817,	3d lieutenant,	Artillery,	18	1st lieutenant September 8, 1819; in service.
54	Robert M. Forsyth,	Georgia,	July 28, do.	- -	March 2, 1815,	3d lieutenant,	Artillery,	19	2d lieutenant September 8, 1816, dismissed Dec. 1, 1818.
55	Henry W. Griswold,	Ohio,	July 28, do.	- -	March 2, do.	3d lieutenant,	Artillery,	19	1st lieutenant December 12, 1818; in service.
56	Simon Willard,	Massachusetts,	July 29, do.	- -	March 2, do.	3d lieutenant,	Ordnance,	20	Resigned May 1, 1816.
57	John Hills,	Massachusetts,	July 31, do.	- -	March 2, do.	3d lieutenant,	Ordnance,	20	1st lieutenant December 31, 1819; in service.
58	James Simonson,	New York,	August 7, do.	- -	March 2, do.	3d lieutenant,	Ordnance,	18	1st lieutenant October 10, 1819; in service.
59	Abraham Wendell,	New York,	Sept. 2, do.	- -	March 2, do.	3d lieutenant,	Artillery,	20	Died October, 1817.
60	John Simington,	Maryland,	Sept. 10, do.	- -	March 2, do.	3d lieutenant,	Ordnance,	19	2d lieutenant April 8, 1818; in service.
61	Ebenezer Cution,	New York,	Oct. 9, do.	- -	- -	- -	- -	-	Died June 1, 1816.
62	Bloomfield Webb,	New York,	Nov. 13, do.	Nov. 7, 1817.					
63	Henry Middleton,	South Carolina,	Dec. 24, do.	- -	March 4, do.	2d lieutenant,	Engineers,	-	Resigned July 15, 1816.
64	Eli W. Kerr,	Ohio,	Dec. 25, do.	Nov. 7, do.					
65	George R. Gibbs,	New York,	Dec. 27, do.	Nov. 15, 1818.					
66	Robert W. Pooler,	Georgia,	Dec. 27, do.	- -	March 4, do.	Brevet 2d lieut.	Engineers	-	Resigned August 14, 1818.
67	William Renwick,	New York,	Dec. 27, do.	1816.					
68	Charles Davies,	New York,	Dec. 27, do.	- -		1816,	Brevet 2d lieut.	Light artillery,	19	Assistant professor of mathematics, Military Academy.
69	Benjamin Beall,	Virginia,	Jan. 1, 1814,	- -	- -	- -	- -	- -	-	Dismissed October 15, 1818.
70	Theodore Spencer,	New York,	Jan. 5, do.	1816.					
71	James R. Stubbs,	Ohio,	Jan. 8, do.	- -	- -	Brevet 2d lieut.	Light artillery,	20	Ass't dep. qr. mr. general November 30, 1817; in service.
72	Alfred Lee,	Virginia,	Jan. 8, do.	Jan. 31, 1817.					
73	Aaron G. Gano,	Ohio,	Jan. 8, do.	- -	March 2, 1815,	3d lieutenant,	Artillery,	19	2d lieutenant March 2, 1815; resigned October 1, 1817.
74	Joshua N. Chambers,	Maryland,	Jan. 8, do.	- -	July 24, 1818,	2d lieutenant,	Artillery,	19	In service.
75	Alexander Spencer,	New York,	Jan. 15, do.	1816.					
76	John C. Kirk,	New York,	Feb. 11, do.	- -	July 17, 1817,	3d lieutenant,	Artillery,	18	1st lieutenant September 30, 1819; in service.
77	George O. Karrick,	Maryland,	Feb. 18, do.	March 1, 1818.					
78	Lewis Rivurdi,	Pennsylvania,	March 22, do.	Oct. 31, 1816.					
79	Ambrose Kirthland,	New York,	April 7, do.	do.					
80	Zebina I. D. Kinsley,	New York,	April 7, do.	- -	July 1, 1819,	2d lieutenant,	Light artillery,	19	In service.
81	Giles Porter,	New York,	April 7, do.	- -	July 24, 1818,	2d lieutenant,	Artillery,	21	In service.
82	Sylvanus Sears,	New York,	April 7, do.	Dec. 10, do.					
83	Frederick A. Underhill,	New York,	April 7, do.	- -	July 1, 1819,	2d lieutenant,	Engineers,	20	In service.
84	Joshua Coffman,	Pennsylvania,	May 2, do.	do.					
85	John C. Fields,	New York,	May 2, do.	do.					
86	William Gordon,	Georgia,	May 2, do.	- -	March 2, 1815,	Brevet 3d lieut.	Ordnance,	18	Resigned, 1815.

87	Samuel W. Hunt,	New York,	May 2,	do.	-	-	-	-	-	6th infantry,	-	In service.
88	Jacob A. Dumestie,	Maryland,	May 3,	do.	-	-	July 1,	1819,	2d lieutenant,	Artillery,	21	In service.
89	William H. Vanwyck,	Maryland,	May 3,	do.	March 31,	1818.						
90	Alexander C. Antill,	New York,	May 4,	do.	Nov. 7,	1817.						
91	William H. Chase,	Massachusetts,	May 4,	do.	-	-	March 4,	1815,	Brevet 2d lieut.	Engineers,	17	1st lieutenant March 31, 1819; in service.
92	Richard Delafield,	New York,	May 4,	do.	-	-	July 24,	1818,	2d lieutenant,	Engineers,	20	In service.
93	Peter Embury,	New York,	May 4,	do.	-	-	-	-	Brevet 2d lieut.	Light artillery,	-	Resigned, 1817.
94	Daniel Jacot,	New York,	May 4,	do.	Jan. 31,	1817.						
95	George D. Ramsey,	Dist. Columbia,	May 4,	do.								
96	Ethan C. Sickles,	New York,	May 4,	do.	-	-	July 1,	1819,	2d lieutenant,	Light artillery,	20	In service.
97	John M. Tufts,	New York,	May 4,	do.								
98	John R. Vinton,	Rhode Island,	May 4,	do.	-	-	July 17,	1817,	3d lieutenant,	Artillery,	18	1st lieutenant September, 30, 1819; in service.
99	William H. Welsh,	New York,	May 4,	do.		1815.						
100	Henry I. Feltus,	New York,	May 4,	do.								
101	Richard B. Lee,	Virginia,	May 7,	do.	-	-	July 17,	do.	3d lieutenant,	Artillery,	18	1st lieutenant October 31, 1819; in service.
102	Granville Cooper,	Massachusetts,	May 9,	do.	August 3,	1818.						
103	George Cooper,	New York,	May 9,	do.	-	-	March 2,	1815,	3d lieutenant,	Artillery,	20	2d lieutenant March 2, 1815, resigned February 15, 1817.
104	William B. Davidson,	Virginia,	May 9,	do.	-	-	Dec. 2,	1815,	3d lieutenant,	Ordnance,	-	Suspended for — months, sentence of gen. court martial.
105	George W. Fairfax,	Virginia,	May 9,	do.	Feb. 19,	1816.						
106	Frederick Griffith,	Virginia,	May 9,	do.	-	-	July 17,	1817,	3d lieutenant,	Artillery,	-	1st lieutenant 28th November, 1818; in service.
107	Benjamin Gorham,	Massachusetts,	May 9,	do.								
108	Southerland German,	New York,	May 9,	do.	Dec. 30,	1817.						
109	Edwin E. Little,	Maryland,	May 9,	do.	August 25,	do.						
110	John Lamb,	New York,	May 9,	do.	Jan. 31,	1816.						
111	Edmund Morton,	New York,	May 9,	do.	May 15,	1819.						
112	Alexander Morton,	New York,	May 9,	do.								
113	John C. Russell,	Massachusetts,	May 9,	do.	-	-	July 24,	1818,	2d lieutenant,	Light artillery,	19	In service.
114	William B. Weed,	Pennsylvania,	May 9,	do.	Aug. 31,	1818.						
115	George W. Whistler,	Kentucky,	May 9,	do.	-	-	July 1,	1819,	2d lieutenant,	Artillery,	19	In service.
116	John H. Winder,	Maryland,	May 11,	do.								
117	Francis N. Berrier,	New York,	May 13,	do.	-	-	March 2,	1815,	3d lieutenant,	Artillery,	20	2d lieutenant 19th June, 1817; resigned 31st May, 1818.
118	William I. Oakley,	New York,	May 13,	do.	Oct. 31,	1818.						
119	Daniel D. Tompkins,	New York,	May 18,	do.								
120	Edward Alexander,	Dist. Columbia,	May 20,	do.	Nov. 7,	1819.	-	-	-	-	-	-	-	Appointed 2d lieut. 22d May, 1818, 4th infantry; in service.
121	Austin Brockenborough,	Virginia,	May 20,	do.	-	-	July 1,	1819,	2d lieutenant,	Artillery.	19	In service.
122	John R. Berryman,	Virginia,	May 20,	do.	April 30,	1818.						
123	William C. Bourdley,	- -	May 25,	do.	May 21,	do.						
124	Thomas Noel,	Maryland,	May 25,	do.								
125	Edward L. Nicholson,	Maryland,	May 25,	do.	Oct. 31,	1819.						
126	James A. Chambers,	Maryland,	June 1,	do.								
127	Charles Watson,	New York,	June 2,	do.	Dec. 31,	1816.						
128	Titus Jameson,	Dist. Columbia,	June 3,	do.	Nov. 7,	1817.						
129	Edward Livingston,	New York,	June 3,	do.	March 31,	do.						
130	Benjamin L. Haviland,	New York,	June 7,	do.	Aug. 22,	1816.						
131	William A. McKesson,	New York,	June 9,	do.	Aug. 27,	do.						
132	Robert Wright,	Maryland,	June 9,	do.	June 4,	1818.						
133	Robert A. Slye,	Dist. Columbia,	June 10,	do.	Oct. 10,	1816.						
134	Henry Gilbert,	New York,	June 11,	do.	-	-	July 1,	1819,	2d lieutenant,	Artillery,	19	In service.
135	William G. Hall,	New York,	June 11,	do.	Sept. 30,	1819.						
136	William Hamilton,	New York,	June 15,	do.	-	1817.						
137	Edward Polk,	Dist. Columbia,	June 25,	do.	-	-	-	-	-	-	-	Deserted Dec. 1816; appointed 2d lieut. artil. April 2,
138	Leonard O. Brook,	Dist. Columbia,	June 29,	do.	-	-	July 24,	1818,	2d lieutenant,	4th infantry,	-	In service. [1818; resig. 1818.
139	Benedict Maul,	Dist. Columbia,	July 1,	do.	Nov. 8,	do.						

LIST OF CADETS—Continued.

No.	Names.	State or Territory.	Date of admission.	Date of resignation.	PROMOTIONS.			
					Date of promotion.	Rank.	Corps or regiment.	Remarks.
140	William S. Newton,	Dist. Columbia,	July 1, 1814,	- -	July 24, 1818,	2d lieutenant,	Light artillery,	In service.
141	George Webb,	Maryland,	July 2, do.	- -	July 24, do.	2d lieutenant,	Artillery,	In service.
142	Augustus Tompkins,	New York,	July 5, do.	May 25, 1817.				
143	William Jenners,	Virginia,	July 6, do.	Dec. 10, 1816.				
144	William Johnson,	Kentucky,	July 6, do.	April 30, 1817.				
145	James F. Newton,	Virginia,	July 6, do.	Oct. 29, do.				
146	John H. Kepple,	Pennsylvania,	July 9, do.	May 15, 1818.				
147	Hartman Bache,	Pennsylvania,	July 11, do.	- -	July 24, do.	captain,	Top. engineers,	In service.
148	John H. Pleasonton,	Dist. Columbia,	July 17, do.	Oct. 7, 1817.				
149	John Schwartz,	Maryland,	July 19, do.	Nov. 8, do.				
150	Thomas E. Sudler,	Maryland,	July 21, do.					
151	Robert B. Taylor,	Maryland,	July 21, do.	Dec. 10, 1816.				
152	Edward I. Lambert,	Dist. Columbia,	July 13, do.	- -	July 17, 1817,	3d lieutenant,	Artillery,	2d lieut. 8th infantry, 10th March, 1819; in service.
153	Edward I. Bernard,	N. Carolina,	July 23, do.	March 31, 1818.				
154	James M. Cooper,	New Jersey,	July 23, do.	- -	- -	- -	- -	Discharged December 6, 1816.
155	William C. De Hart,	New York,	July 23, do.					
156	James S. Hepburn,	New York,	July 23, do.	- -	July 1, 1819,	2d lieutenant,	Artillery,	In service.
157	Edgar S. Hawkins,	New York,	July 23, do.					
158	Julius Lagnelle,	New York,	July 23, do.					
159	William G. McNeil,	New York,	July 23, do.	- -	July 17, 1817,	3d lieutenant,	Artillery,	1st lieutenant, 4th December, 1819; in service.
160	Joseph D. Rupp,	Massachusetts,	July 23, do.	- -	July 1, 1819,	2d lieutenant,	Light artillery,	In service.
161	Elijah Stoddard,	Massachusetts,	July 23, do.	Oct. 31, 1818.				
162	James H. Walker,	N. Carolina,	July 23, do.	Oct. 10, 1816.				
163	Joshua Dangerfield	Virginia,	July 26, do.	- -	July 24, 1818,	2d lieutenant,	Artillery,	In service.
164	William Malcolm,	Massachusetts,	July 26, do.	- -	July 1, 1819,	2d lieutenant,	8th infantry,	In service.
165	George W. Corprew,	Virginia,	July 27, do.	- -	July 24, 1818,	2d lieutenant,	Artillery,	In service.
166	George M. Frost,	Virginia,	July 27, do.	March 8, 1816.				
167	Morgan Livingston,	New York,	July 28, do.	July 15, 1819,	July 1, 1819,	2d lieutenant,	2d infantry,	Declined.
168	Thomas Symington,	Pennsylvania,	July 31, do.	- -	- -	- -	- -	Discharged, 8th November, 1817.
169	John M. Gough,	Maryland,	August 1, do.	Jan. 1, 1817.				
170	Angus McDonald,	Virginia,	August 1, do.	- -	July 17, 1817,	3d lieutenant,	Artillery,	1st lieutenant, 7th inf. 1st April, 1818; resigned 1st Jan. 1819.
171	Frederick Story,	Massachusetts,	August 3, do.	1815.				
172	Aaron B. Skinner,	New York,	August 3, do.					
173	William W. Turnbull,	Maryland,	August 3, do.	- -	July 1, 1819,	2d lieutenant,	Artillery,	In service.
174	Henry H. Baker,	New Jersey,	August 6, do.	May 1, 1818.				
175	Henry Berryman,	Virginia,	August 6, do.	- -	July 19, 1817,	3d lieutenant,	Artillery,	In service.
176	John Payne,	Kentucky,	August 6, do.	Feb. 28, 1818.				
177	Minge Vallean,	New York,	August 10, do.	Nov. 8, 1817,	- -	- -	- -	Appointed 2d lieut. 3d inf. 13th Aug. 1819; in service.
178	Thomas O. Bruff,	Dist. Columbia,	August 17, do.	Oct. 31, 1818.				
179	James Rodgers,	New York,	Sept. 14, do.	1815.				
180	Constantine Eakin,	New Jersey,	Sept. 15, do.	- -	July 17, 1817,	3d lieutenant,	Artillery,	2d lieutenant, 20th March, 1818; in service.
181	John Pratt,	Kentucky,	Sept. 20, do.	- -	July 24, 1818,	2d lieutenant,	1st infantry,	Resigned, 1st June, 1819.
182	John Hutt,	Ohio,	Sept. 21, do.	- -	- -	- -	- -	Discharged, 28th February, 1818.
183	John Orr,	Kentucky,	Sept. 21, do.	- -	July 17, 1817,	3d lieutenant,	Artillery,	Resigned, 1st December, 1817.

184	Charles Parker,	S. Carolina,	Sept. 21, do.	April 30, 1817.					
185	Robert A. Forsyth,	Michigan,	Sept. 23, do.	Feb. 28, 1817.					
186	Justin Dimmick,	Vermont,	Sept. 26, do.	- -	July 1, 1819,	2d lieutenant,	Light artillery,	In service.	
187	Augustus Boumford,	Pennsylvania,	Sept. 26, do.	- -	April, 1817,	2d lieutenant,	Marines.		
188	Thomas I. Bailey,	Maryland,	Sept. 27, do.	Nov. 7, 1817.					
189	Charles Dana,	Massachusetts,	Sept. 28, do.	1815.					
190	Thomas Rodney,	Delaware,	Sept. 28, do.	Feb. 3, 1819.					
191	John R. Wallace,	Virginia,	Sept. 28, do.	Jan. 31, 1817.					
192	John P. Emmeto,	New York,	Oct. 1, do.	July 28, 1817.					
193	William Fenner,	N. Carolina,	Oct. 1, do.	Resigned.					
194	Emanuel Dubois,	Indiana,	Oct. 6, do.	Mar. 31, 1818.					
195	Daniel Mulhallon,	New York,	Oct. 7, do.	Feb. 10, 1818.					
196	Francis N. Barburin,	New York,	Oct. 11, do.						
197	Edward Butler,	New York,	Oct. 11, do.	- -	- -	- -	- -	Discharged, 30th April, 1817.	
198	Harvey Brown,	New Jersey,	Oct. 11, do.	- -	July 24, 1818,	2d lieutenant,	Light artillery,	In service.	
199	Ethan Hitchcock,	Vermont,	Oct. 11, do.	- -	July 17, 1817,	3d lieutenant,	Artillery,	1st lieutenant 31st October, 1818; in service.	
200	James Cooper,	New Jersey,	Oct. 11, do.	Dec. 6, 1816.					
201	William S. Maitland,	New York,	Oct. 11, do.						
202	John H. Coolidge,	Dist. Columbia,	Oct. 13, do.						
203	Edward Harding,	Maryland,	Oct. 15, do.	- -	July 24, 1818,	2d lieutenant,	Artillery,	In service.	
204	Landen Carter,	Virginia,	Oct. 17, do.	April 30, 1817.					
205	Edwin R. Alberti,	Pennsylvania,	Oct. 24, do.	July 28, 1817.					
206	Joshua Barney,	Maryland,	Oct. 24, do.						
207	Samuel Ringgold,	Maryland,	Oct. 24, do.	- -	July 24, 1818,	2d lieutenant,	Artillery,	In service.	
208	William W. Whetcroft,	Maryland,	Oct. 24, do.	- -	June 10, 1817,	lieutenant,	Marines.		
209	John M. Washington,	Virginia,	Oct. 24, do.	- -	July 17, 1817,	3d lieutenant,	Artillery,	2d lieutenant 20th March, 1818; in service.	
210	Horace Webster,	Vermont,	Oct. 24, do.	- -	July 24, 1818,	2d lieutenant,	3d infantry,	In service.	
211	William W. Morris,	New York,	Oct. 27, do.						
212	Jacques Ruden,	New York,	Oct. 27, do.	Nov. 30, 1818.					
213	Charles H. Taliaferro,	Virginia,	Oct. 27, do.	Dec. 15, 1817.					
214	Roswell Conant,	Vermont,	Nov. 1, do.	- -	July 1, 1819,	2d lieutenant,	Riflemen,	In service.	
215	Henry P. Giles,	New York,	Nov. 1, do.	- -	July 24, 1818,	2d lieutenant,	5th infantry,	In service.	
216	James F. Worthington,	Ohio,	Nov. 1, do.	June 30, 1817.					
217	David Hopkins,	New-Jersey,	Nov. 8, do.	Sept. 30, 1816.					
218	Samuel S. Smith,	Delaware,	Nov. 11, do.	- -	July 24, 1818,	2d lieutenant,	Artillery,	In service.	
219	Lucius Jones,	Dist. Columbia,	Nov. 12, do.	Aug. 31, 1818.					
220	James Ringgold,	Maryland,	Nov. 12, do.	March 22, 1816.					
221	James Tilghman,	Maryland,	Nov. 12, do.	- -	- -	- -	- -	Discharged, August 31, 1818.	
222	Charles Ward,	Georgia,	Dec. 17, do.	July 17, 1817.					
223	James B. Gerry,	Massachusetts,	Dec. 19, do.	Feb. 1, 1816.					
224	William E. Cruger,	New York,	Dec. 22, do.	- -	- -	- -	- -	Discharged, September 11, 1819.	
225	Charles Simmons,	Dist. Columbia,	Dec. 22, do.	Nov. 8, 1817.					
226	Richard R. Corbin,	Virginia,	Feb. 7, 1815,	July 3, 1818.					
227	Jonathan R. Bowes,	Massachusetts,	Feb. 8, do.	- -	July 1, 1819,	3d lieutenant,	Ordnance,	In service.	
228	Joshua Strong,	Pennsylvania,	Feb. 8, do.	- -	July 24, 1818,	2d lieutenant,	Artillery,	In service.	
229	Richard White,	South Carolina,	Feb. 8, do.	- -	Dec. 1, 1817,	2d lieutenant,	Light artillery,	In service.	
230	George Leib,	Pennsylvania,	Feb. 18, do.	Sept. 30, 1816,	- -	- -	- -	Appointed, July 31, 1818, second lieutenant in service.	
231	John Harleston,	South Carolina,	Feb. 24, do.	Oct. 31, do.					
232	William H. Kerr,	Dist. Columbia,	Feb. 24, do.	Aug. 31, 1819.					
233	Samuel McRee,	North Carolina,	Feb. 24, do.						
234	Jason Rodgers,	New York,	Feb. 24, do.						
235	William Sykes,	New York,	Feb. 24, do.	April 30, 1817.					
236	Charles R. Vining,	Delaware,	Feb. 24, do.	Nov. 30, 1819.					

LIST OF CADETS—Continued.

No.	Names.	State or Territory.	Date of admission.	Date of resignation.	PROMOTIONS.			
					Date of promotion.	Rank.	Corps or regiment.	Remarks.
237	Benjamin C. Vining,	Delaware,	Feb. 24, 1815,	- -	July 24, 1818,	3d lieutenant,	Ordnance,	In service.
238	James A. Williams,	New York,	Feb. 24, do.	Nov. 1, 1817.				
239	William A. E. Eliason,	Dist. Columbia,	Feb. 25, do.	- -	July 1, 1819,	2d lieutenant,	Engineers,	In service.
240	Richard Nixon,	North Carolina,	Feb. 28, do.	Nov. 8, do.				
241	John F. Hamtramck,	Illinois,	March 1, do.	- -	July 1, 1819,	2d lieutenant,	Artillery,	In service.
242	John C. Pickens,	North Carolina,	March 1, do.	April 20, do.				
243	William O'Neal,	Dist. Columbia,	March 2, do.	April 1, 1818.				
244	Robert O'Neal,	Dist. Columbia,	March 2, do.	Nov. 19, 1817.				
245	Andrew Ramsey,	Dist. Columbia,	March 3, do.	Nov. 7, do.				
246	William C. Lindsay,	Pennsylvania,	March 4, do.	- -	- -	- -	- -	Deserted.
247	William C. Bourdly,	Maryland,	March 7, do.	May 21, 1818.				
248	George F. Lindsay,	Dist. Columbia,	March 8, do.					
249	William B. McClellan,	Tennessee,	March 8, do.	Feb. 3, 1819.				
250	John J. Jackson,	Virginia,	March 10, do.	- -	July 24, 1818,	2d lieutenant,	Artillery,	2d lieutenant 4th infantry, 1st December, 1819; in service.
251	Richard D. Miller,	Georgia,	March 10, do.	Oct. 10, 1817.				
252	Andrew Talcot,	Connecticut,	March 10, do.	- -	July 24, 1818,	Brev. 2d lieut.	Engineers,	In service.
253	Aaron K. Wooley,	Pennsylvania,	March 10, do.					
254	John C. Jones,	Dist. Columbia,	April 5, do.	Nov. 8, 1817.				
255	Charles Marshall,	Virginia,	April 5, do.	Nov. 18, do.				
256	Edward Pinckney,	South Carolina,	April 5, do.	March 31, 1818.				
257	Oliver S. Wolcott,	Connecticut,	April 5, do.	- -	- -	- -	- -	Transferred, January, 1815, to the navy.
258	Thomas J. McArthur,	Ohio,	April 8, do.					
259	Edward Mansfield,	New York,	April 10, do.	- -	July 1, 1819,	2d lieutenant,	Engineers,	Declined.
260	Henry A. Thompson,	Maryland,	April 10, do.	- -	July 1, 1819,	2d lieutenant,	Artillery,	In service.
261	George S. Watkins,	Maryland,	April 10, do.	- -	- -	- -	- -	Discharged, February 28, 1818.
262	Edward Swann,	Virginia,	April 16, do.	Sept. 2, 1816.				
263	Nicholas I. Cruger,	New York,	April 27, do.					
264	James H. Clinton,	New York,	May 10, do.	- -	- -	- -	- -	Transferred to navy.
265	Zachariah F. Johnson,	Maryland,	July 7, do.	- -	- -	- -	- -	Dismissed October 31, 1818.
266	Oscar Bullus,	New York,	July 10, do.	- -	- -	- -	- -	Dismissed February 19, 1817. Transferred to the navy.
267	Catesby A. H. Ball,	Dist. Columbia,	July 10, do.	Oct. 31, 1818.				
268	John H. Smith,	Virginia,	July 10, do.	- -	- -	- -	- -	Dismissed.
269	James R. Blaney,	Delaware,	July 24, do.	- -	July 1, 1819,	2d lieutenant,	Artillery,	In service.
270	John M. Edwards,	Virginia,	July 25, do.	- -	July 1, do.	2d lieutenant,	Light artillery,	In service.
271	Thomas Ragland,	Kentucky,	Aug. 8, do.	Nov. 15, 1819.				
272	Charles Guerrant,	Virginia,	Aug. 24, do.					
273	Lewis Morris,	New York,	Aug. 24, do.					
274	Robert A. Lacey,	Virginia,	Dec. 2, do.	Aug. 31, 1818.				
275	John L. L'Engle,	South Carolina,	Dec. 9, do.	- -	July 1, do.	2d lieutenant,	Artillery,	In service.
276	Vincent M. Lowe,	New York,	Jan. 7, 1816,	- -	- -	- -	- -	Died January 1, 1817.
277	Isaac C. Easton,	Massachusetts,	Jan. 17, do.	Aug. 31, do.				
278	Dryden Lacock,	Pennsylvania,	Jan. 17, do.	- -	- -	- -	- -	Died October 15, 1818.
279	William H. James,	South Carolina,	Jan. 19, do.	March 31, do.				
280	William Wright,	Maryland,	Feb. 5, do.	Aug. 5, 1817.				

281	Thomas Mason,	Virginia,	Feb. 11,	do.	-	-	-	-	-	-	-	-	Dismissed February 28, 1815.
282	Wilson M. C. Fairfax,	Dist. Columbia,	March 2,	do.	-	-	-	-	-	-	-	-	Dismissed November 15, 1819.
283	William T. Brown,	South Carolina,	April 2,	do.	Oct. 31,	1818.							
284	Raulins Lowndes,	South Carolina,	May 1,	do.									
285	William H. Bell,	North Carolina,	June 9,	do.									
286	Richard W. Ashton,	Virginia,	July 9,	do.	-	-	-	-	-	-	-	-	Dismissed February 28, 1818.
287	James Breckenridge,	Virginia,	July 9,	do.	Sept. 25,	1817.							
288	Robert S. Brooke,	Virginia,	July 9,	do.									
289	Edward G. W. Butler,	Tennessee,	July 9,	do.									
290	Charles Cutts,	Dist. Columbia,	July 9,	do.	Aug. 31,	1818.							
291	Charles K. Floyd,	Georgia,	July 9,	do.	-	-	-	-	-	-	-	-	Dismissed September 30, 1817.
292	Nathaniel H. Johnson,	New Hampshire,	July 9,	do.	Feb. 10,	do.							
293	Ambrose Madison,	Virginia,	July 9,	do.	-	-		1817,	Lieutenant,		Marines.		
294	George W. Talmage,	Connecticut,	July 9,	do.									
295	Daniel Tyler,	Connecticut,	July 9,	do.	-	-	July 1,	1819,	2d lieutenant,		Light artillery,		In service.
296	William P. Buchanan,	Virginia,	Sept. 2,	do.									
297	Alexander Barron,	Tennessee,	Oct. 1,	do.	Jan. 31,	do.							
298	David Risley,	New Jersey,	July 28,	do.	Aug. 31,	do.							
299	Lewis Blanco,	Valparaiso,	Dec. 2,	do.	-	-	-	-	-	-	-	-	Dismissed February 28, 1818.
300	Matheo Blanco,	Valparaiso,	Dec. 2,	do.	-	-	-	-	-	-	-	-	Dismissed February 28, 1818.
301	Daniel S. Gillard,	South Carolina,	Dec. 12,	do.	-	-	-	-	-	-	-	-	Dismissed February 28, 1818.
302	Andrew Donelson,	Tennessee,	June 20,	1817.									
303	William G. Hunter,	Vermont,	June 20,	do.	April 15,	1819.							
304	Edward S. Wells,	Delaware,	June 20,	do.	Oct. 31,	1818.							
305	Benjamin Walker,	New Hampshire,	June 29,	do.	-	-	July 1,	1817,	3d lieutenant,		Ordnance,		In service.
306	John Abercrombie,	Tennessee,	Sept. 1,	do.									
307	Henry Bainbridge,	Massachusetts,	Sept. 1,	do.									
308	Horace Bliss,	New Hampshire,	Sept. 1,	do.									
309	Clark Bourdine,	Georgia,	Sept. 1,	do.									
310	Joshua Baker,	Louisiana,	Sept. 1,	do.	-	-	July 1,	1819,	2d lieutenant,		Corps of artil'y,		In service.
311	Seth M. Capron,	New York,	Sept. 1,	do.									
312	John Craig,	Kentucky,	Sept. 1,	do.									
313	Robert Day,	Virginia,	Sept. 1,	do.									
314	David Easton,	Dist. Columbia,	Sept. 1,	do.	Aug. 31,	do.							
315	Alvin Edson,	Vermont,	Sept. 1,	do.	March 31,	1819.							
316	Joseph Grier,	New York,	Sept. 1,	do.									
317	William Gillard,	South Carolina,	Sept. 1,	do.									
318	Charles R. Holmes,	South Carolina,	Sept. 1,	do.	Dec. 15,	do.							
319	Samuel Hoburt,	Massachusetts,	Sept. 1,	do.									
320	Julian Henry,	Pennsylvania,	Sept. 1,	do.									
321	James Henshaw,	Virginia,	Sept. 1,	do.									
322	Robert S. Hunt,	South Carolina,	Sept. 1,	do.	April 15,	do.							
323	John C. Holland,	South Carolina,	Sept. 1,	do.									
324	Samuel Kennedy,	Tennessee,	Sept. 1,	do.	May 15,	do.							
325	Armistead Long,	Virginia,	Sept. 1,	do.									
326	Westwood Lacey,	Virginia,	Sept. 1.	do.									
327	Thomas O. Lowndes,	South Carolina,	Sept. 1,	do.	Aug. 31,	do.							
328	Jefferson Myers,	Dist. Columbia,	Sept. 1,	do.									
329	Henry S. Mead,	Massachusetts,	Sept. 1,	do.	Aug. 31,	1818.							
330	Joshua Mansfield,	Connecticut,	Sept. 1,	do.									
331	David Moniac,	Mississippi,	Sept. 1,	do.									
332	Thompson Morris,	Ohio,	Sept. 1,	do.									
333	David M. Porter,	Dist. Columbia,	Sept. 1,	do.									

LIST OF CADETS—Continued.

No.	Names.	State or Territory.	Date of admission.	Date of resignation.	PROMOTIONS.			
					Date of promotion.	Rank.	Corps or regiment.	Remarks.
334	Prescot Robinson,	Dist. Maine,	Sept. 1, 1817.	- -	- -	- -	- -	Dismissed April 14, 1818.
335	Charles Radcliff,	New York,	Sept. 1, do.					
336	Edward C. Ross,	Pennsylvania.						
337	Robert Rowand,	South Carolina,	Sept. 1. do.	Oct. 31, 1818.				
338	John F. Scott,	New York,	Sept. 1, do.					
339	John B. Scott,	Connecticut,	Sept. 1, do.					
340	William Stith,	Kentucky,	Sept. 1, do.					
341	Stephen Tuttle,	New Jersey,	Sept. 1, do.					
342	Eustate Trenor,	Vermont,	Sept. 1, do.					
343	Jefferson Vail,	Maryland,	Sept. 1, do.					
344	James Wilkins,	New Jersey,	Sept. 1, do.					
345	Otis Wheeler,	New Hampshire,	Sept. 1, do.					
346	Washington Wheelwright	Massachusetts,	Sept. 1, do.					
347	Thomas Wright,	Maryland,	Sept. 1, do.	April 15, 1819.				
348	David Wallace,	Ohio,	Sept. 1, do.					
349	William W. Weils,	Indiana,	Sept. 1, do.					
350	John Wheelock,	New Hampshire,	Sept. 6, do.					
351	William I. Scott,	Virginia,	Sept. 14, do.					
352	Richard Cross,	Tennessee,	Sept. 14, do.	May 15, 1819,				
353	Israel Clark,	Pennsylvania,	Oct. 4, do.	July 25, 1818.				
354	William Bourne,	Maryland,	Nov. 11, do.	Sept. 30, 1819.				
355	Robert W. Allston,	South Carolina,	Dec. 12, do.					
356	Joshua Pentland,	Pennsylvania,	Jan. 2, 1818,					
357	Wilson Waties,	South Carolina,	June 24, do.					
358	William Rose,	New York,	June 24, do.					
359	Charles G. Pierce,	New Hampshire,	June 24, do.					
360	James Wood,	Pennsylvania,	June 24, do.					
361	Samuel Wragg,	South Carolina,	Sept. 1, do.					
362	Muscoe G. Taliaferro,	Virginia,	Sept. 1, do.					
363	Jasper Macomb,	New Jersey,	Sept. 1, do.					
364	Edward Feltus,	New York,	Sept. 1, do.	Sept. 30, 1819.				
365	Hammon Buswell,	New Hampshire,	Sept. 1, do.					
366	David H. Vinton,	Rhode Island,	Sept. 1, do.					
367	Silas B. Fillebrown,	Massachusetts,	Sept. 1, do.					
368	John E. Newell,	North Carolina,	Sept. 1, do.					
369	James Ross,	Dist. Columbia,	Sept. 1, do.	Oct. 31, 1819.				
370	John S. Wolcott,	Connecticut,	Sept. 1, do.					
371	Henry Hobbs,	Maryland,	Sept. 1, do.					
372	John Prescott,	Massachusetts,	Sept. 1, do.					
373	George Taylor,	Virginia,	Sept. 1, do.					
374	Hannibal Day,	Vermont,	Sept. 1, do.					
375	Campbell Graham,	Virginia,	Sept. 1, do.					
376	Alfred Graham,	Virginia,	Sept. 1, do.					
377	James Cook,	North Carolina,	Sept. 1, do.					

378	George A. McCall,	Pennsylvania,	Sept. 1,	do.	
379	John L. Bean,	Pennsylvania,	Sept. 2,	do.	
380	Nathaniel Tyler,	Virginia,	Sept. 2,	do.	
381	Benjamin E. Person,	North Carolina,	Sept. 2,	do.	August 31, 1819.
382	Edward Peers,	Kentucky,	Sept. 2,	do.	October 31, 1819.
383	John Pickell,	New York,	Sept. 2,	do.	
384	Francis Lee,	Pennsylvania,	Sept. 2,	do.	
385	Edward E. Root,	Ohio,	Sept. 2,	do.	
386	Charles B. Shaw,	New York,	Sept. 2,	do.	
387	Edward Thompson,	New York,	Sept. 2,	do.	
388	Edward H. Courtney,	Maryland,	Sept. 2,	do.	
389	William M. Boyce,	Pennsylvania,	Sept. 7,	do.	
390	Henry S. Coulter,	Maryland,	Sept. 7,	do.	
391	Thomas Edwards,	Massachusetts,	Sept. 7,	do.	
392	John I. Schuler,	Pennsylvania,	Sept. 7,	do.	
393	William Cook,	New Jersey,	Sept. 7,	do.	
394	William Whetten,	New York,	Sept. 7,	do.	March 31, 1819.
395	Josh. Snelling,	New York,	Sept. 7,	do.	
396	George Dutton,	Connecticut,	Sept. 7,	do.	
397	Walter Gwynn,	Virginia,	Sept. 10,	do.	
398	Egbert B. Birdsall,	New York,	Sept. 10,	do.	
399	St. Clair Denny,	Pennsylvania,	Sept. 10,	do.	
400	James R. Stephenson,	Virginia,	Sept. 10,	do.	
401	William H. Harding,	Virginia,	Sept. 10,	do.	
402	David Hunter,	Dist. Columbia,	Sept. 14,	do.	
403	Frederick Searle,	Massachusetts,	Sept. 14,	do.	
404	William I. Scott,	Virginia,	Sept. 14,	do.	
405	Richard D. C. Collins,	New York,	Sept. 14,	do.	
406	George Wade,	New York,	Sept. 14,	do.	
407	John G. Reynolds,	New York,	Sept. 14,	do.	
408	George L. Cathcart,	Dist. Columbia,	Sept. 14,	do.	
409	Benjamin H. Wright,	New York,	Sept. 14,	do.	
410	Samuel Ellis,	New York,	Sept. 14,	do.	
411	George Wright,	Vermont,	Sept. 14,	do.	
412	John I. James,	South Carolina,	Sept. 14,	do.	
413	Pollard McCormick,	Georgia,	Sept. 17,	do.	
414	Augustus Canfield,	New Jersey,	Sept. 17,	do.	
415	David Hunter,	Virginia,	Sept. 17,	do.	
416	Henry Clark,	Connecticut,	Sept. 21,	do.	
417	William Wall,	Ohio,	Sept. 21,	do.	
418	Thomas R. Ingalls,	New York,	Sept. 21,	do.	
419	Robert A. Thruston,	Dist. Columbia,	Sept. 21,	do.	
420	John H. Hewitt,	New York,	Sept. 21,	do.	
421	John Nicholls,	Connecticut,	Sept. 21,	do.	
422	William C. Young,	New York,	Sept. 21,	do.	
423	John D. Hopson,	Vermont,	Sept. 24,	do.	
424	T. B. Wheelock,	Massachusetts,	Sept. 24,	do.	
425	Thomas I. Harman,	Pennsylvania,	Sept. 24,	do.	October 31, 1819.
426	Enoch Mason,	Virginia,	Sept. 26,	do.	
427	Thomas McNamara,	Virginia,	Sept. 26,	do.	
428	Henry B. Tyler,	Virginia,	Sept. 28,	do.	
429	John H. Latrobe,	Maryland,	Sept. 28,	do.	
430	Albert Lincoln,	Connecticut,	Sept. 28,	do.	

LIST OF CADETS—Continued.

No.	Names.	State or Territory.	Date of admission.	Date of resignation.	PROMOTIONS.			
					Date of promotion.	Rank.	Corps or regiment.	Remarks.
431	Henry Stewart,	Dist. Columbia,	Sept. 28, 1818.					
432	Elijah Massey,	Maryland,	Sept. 28, do.					
433	Henry D. Burke,	New York,	Sept. 28, do.					
434	George Stickney,	N. Hampshire,	Sept. 28, do.	Feb. 15, 1819.				
435	John W. Fales,	Massachusetts,	Sept. 30, do.	October 31, 1819.				
436	Henry L. Irvin,	North Carolina,	Sept. 30, do.	August 31, 1819.				
437	John Denney,	Maryland,	Sept. 30, do.	Dec. 1, 1818.				
438	George W. McLean,	New York,	Sept. 30, do.					
439	Jefferson W. Fulton,	Pennsylvania,	Sept. 30, do.	Feb. 16, 1819.				
440	George W. Folger,	Massachusetts,	Sept. 30, do.					
441	Marcus A. Jones,	Massachusetts,	Sept. 30, do.					
442	Thomas Johnston,	Pennsylvania,	Sept. 30, do.					
443	Gouverneur Morris,	New York,	Sept. 30, do.					
444	Charles G. Smith,	Connecticut,	Sept. 30, do.					
445	Thomas F. Buck,	Virginia,	Sept. 30, do.					
446	Freeman Emmerson,	Vermont,	Sept. 30, do.	- -	- -	- -	- -	Dismissed, March 10, 1819
447	Joseph A. Philips,	New Jersey,	Sept. 30, do.					
448	Erasmus D. Clary,	Massachusetts,	Sept. 30, do.	October 31, 1819.				
449	Hiram Boss,	New York,	Sept. 30, do.	October 7, 1818.				
450	Nathaniel Gardner,	Kentucky,	Sept. 30, do.	Dec. 30, 1818.				
451	Henry Carlton,	Massachusetts,	Sept. 30, do.					
452	Aaron M. Wright,	N. Hampshire,	Sept. 30, do.					
453	James Scott,	North Carolina,	Sept. 30, do.	- -	- -	- -	- -	Died May 12, 1819.
454	Edmund B. Alexander,	Kentucky,	October 6, do.					
455	William S. Chesley,	Virginia,	October 15, do.	October 31, 1819.				
456	Thornton F. Johnson,	Virginia,	October 26, do.					
457	Nicholas P. Triste,	Louisiana,	October 31, do.					
458	John R. Wilcox,	Ohio,	October 31, do.					
459	Constantine Smyth,	New York,	Nov. 6, do.	August 31, 1819.				
460	John P. Watts,	South Carolina,	Nov. 6, do.	October 31, 1819.				
461	Farnifold Green,	North Carolina,	Nov. 6, do.	October 31, 1819.				
462	Marcus Anderson,	Tennessee,	Nov. 6, do.	October 31, 1819.				
463	Dudley W. Allanson,	New York,	Nov. 6, do.					
464	Albert G. Miller,	Tennessee,	Nov. 6, do.					
465	Nicholas Eastland,	Tennessee,	Nov. 6, do.					
466	Henry H. Gird,	New York,	Nov. 14, do.					
467	Charles L. Lee,	Kentucky,	Nov. 23, do.	October 31, 1819.				
468	Isaac Trimble,	Kentucky,	Nov. 23, do.					
469	George Andrews,	Dist. Columbia,	June 24, 1819.					
470	Mark W. Bateman,	Pennsylvania,	June 24, do.					
471	William Bloodgood,	New York,	June 24, do.					
472	Henry Bell,	North Carolina,	June 24, do.					
473	John W. Cotton,	Massachusetts,	June 24, do.					
474	Robert I. Conrad,	Virginia,	June 24, do.					

475	William B. Dyer,	Connecticut,	June 24,	do.					
476	James Engle,	New Jersey,	June 24,	do.					
477	William C. Fennimore,	New Jersey,	June 24,	do.					
478	John Failey,	Michigan Ter.	June 24,	do.					
479	William Florance,	Pennsylvania,	June 24,	do.					
480	Alvin Easterbrook,	Vermont,	June 24,	do.					
481	George S. Green,	Rhode Island,	June 24,	do.					
482	Reuben Holmes,	Connecticut,	June 24,	do.					
483	Julius J. B. Kingsbury,	Connecticut,	June 24,	do.					
484	Andrew Kennard,	Pennsylvania,	June 24,	do.					
485	Francis Lasselle,	Indiana,	June 24,	do.					
486	Dixon S. Miles,	Maryland,	June 24,	do.					
487	John Mc Cartney,	Pennsylvania,	June 24,	do.					
488	Edward C. McDonald,	Virginia,	June 24,	do.					
489	Andrew McMillan,	Massachusetts,	June 24,	do.					
490	Alfred Mordecai,	Virginia,	June 24,	do.					
491	George Nauman,	Pennsylvania,	June 24,	do.					
492	George C. Richards,	New York,	June 24,	do.					
493	Asa Richardson,	Vermont,	June 24,	do.					
494	Lydall Saxon,	South Carolina,	June 24,	do.					
495	Samuel W. Southerland,	North Carolina,	June 24,	do.					
496	Peter D. Trezevant,	South Carolina,	June 24,	do.					
497	William B. Thompson,	New York,	June 24,	do.					
498	Edward G. Telton,	Delaware,	June 24,	do.					
499	Henry Vose,	Massachusetts,	June 24,	do.					
500	William T. Washington,	District of Col.	June 24,	do.					
501	Charles Webber, Jun.	Vermont,	June 24,	do.					
502	George W. Waters,	Massachusetts,	June 24,	do.					
503	William Waine,	New York,	June 24,	do.					
504	Maun Satterwhite,	Kentucky,	June 24,	do.					
505	Joshua K. Smith,	New York,	June 24,	do.					
506	Edwin Levy,	Massachusetts,	June 26,	do.					
507	Charles Gooding,	Mississippi,	July 1,	do.					
508	William L. Harris,	Virginia,	July 1,	do.					
509	Stephen Lee,	South Carolina,	July 1,	do.					
510	John More,	Virginia,	July 1,	do.					
511	Elias Philips,	New Jersey,	July 1,	do.					
512	William Reynolds,	Delaware,	July 1,	do.					
513	Nathan B Stout,	Kentucky,	July 1,	do.					
514	James F. Walker,	Georgia,	July 1,	do.					
515	Uriah Wright,	Virginia,	July 1,	do.					
516	James Hamilton,	Missouri,	July 1,	do.					
517	Richard D. Treville,	South Carolina,	July 1,	do.					
518	James C. McCall,	South Carolina,	July 16,	do.					
519	Joseph Van Swearingen,	Maryland,	July 16,	do.					
520	Levi Nute,	N. Hampshire,	July 16,	do.					
521	Frederick Guyon,	Mississippi,	Aug. 28,	do.					
522	Sidney P. Haines,	New Jersey,	Aug. 28,	do.					
523	Robert B. Washington,	Kentucky,	Aug. 28,	do.					
524	Fairfax Washington,	Virginia,	Aug. 28,	do.					
525	Edmund Armistead,	District of Col.	Aug. 28,	do.					
526	Thomas H. Burd,	Pennsylvania,	Aug. 28,	do.					Died September 22, 1819
527	William Buskirk,	Virginia,	Aug. 23,	do.					

LIST OF CADETS—Continued.

No.	Names.	State or Territory.	Date of admission.	Date of resignation.	PROMOTIONS.			
					Date of promotion.	Rank.	Corps or regiment.	Remarks.
528	John Lowry,	Kentucky,	Aug. 28, 1819.					
529	Frederick Lithgow,	Massachusetts,	Aug. 28, do.					
530	William Carrington,	North Carolina,	Aug. 28, do.					
531	William McCullugh,	Pennsylvania,	Aug. 28, do.					
532	Rensselaer Pearson,	New York,	Aug. 28, do.					
533	Jacob R. Burley,	Ohio,	Aug. 28, do.					
534	Lucien Webster,	Vermont,	Aug. 28, do.					
535	James W. Kingsbury,	Connecticut,	Aug. 28, do.					
536	Arther Gloster,	North Carolina,	Aug. 28, do.					
537	James Divin,	New York,	Aug. 28, do.					
538	John G. Stone,	New Jersey,	Aug. 28, do.					
539	Cyrus R. Conant,	District Maine,	Sept. 1, do.					
540	George H. Crossman,	Massachusetts,	Sept. 1, do.					
541	George F. Brent,	Virginia,	Sept. 1, do.					
542	Henry B. Hoffman,	New York,	Sept. 1, do.					
543	Pinckney Davidson,	Maryland,	Sept. 1, do.					
544	Walter Wall,	Pennsylvania,	Sept. 1, do.	Dec. '15, 1819.				
545	Richard Neuman,	Virginia,	Sept. 1, do.					
546	Alexander H. Radcliff,	New York,	Sept. 1, do.					
547	Joel Hawley,	Connecticut,	Sept. 1, do.					
548	Lorenzo Thomas,	Delaware,	Sept. 1, do.					
549	Charles Holt,	New York,	Sept. 1, do.					
550	Thomas Collins,	Pennsylvania,	Sept. 1, do.					
551	William Bissell,	Vermont,	Sept. 2, do.					
552	Ralph H. Shreve,	New Jersey,	Sept. 2, do.					
553	John M. Picton,	New York,	Sept. 1, do.					
554	Alfred Beckley,	Kentucky,	Sept. 25, do.					

RECAPITULATION.

Promoted,	112
Resigned,	161
Dismissed or discharged,	20
Transferred,	4
Deserted,	2
Dead,	7
Unaccounted for,	2
Actual members of the institution,	246
Strength of roll,	554

ENGINEER DEPARTMENT.

JOHN L. SMITH,
Lieutenant of the Corps of Engineers.

16th Congress.] No. 189. [1st Session

TROOPS RAISED WITHOUT THE CONSENT OF CONGRESS.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, FEBRUARY 28, 1820.

Mr. Storrs, from the committee appointed on the 10th day of December last to inquire and report to the House of Representatives whether any of the public moneys appropriated by Congress for the pay and subsistence of the regular army of the United States since the 4th day of March, 1815, have been applied to the support of any army or detachment of troops raised without the consent of the House or the authority of Congress, reported:

That, on the 11th day of January, 1818, Colonel David Brearly, of the 7th regiment of United States' infantry, who was about to proceed from Hartford, in the State of Georgia, to the Creek Agency on public service, was, by an order from Major General Edmund P. Gaines, authorized to receive into the service of the United States not exceeding five hundred Indians of the Creek nation; and should they volunteer their services, to muster, inspect, and provision them, and direct their march to Fort Scott. In obedience to this order, Colonel Brearly shortly after his arrival at the Agency proceeded to fulfil the intentions of the commanding general. The necessary measures were taken for assembling the warriors of that tribe; and it being ascertained that nearly the whole effective force of the nation would consent to serve, arrangements were made for mustering them into service, and organizing them. These arrangements were, that the whole force was to be denominated a regiment to consist of eighteen companies, to be officered according to the regulations of the army of the United States; that William McIntosh, the principal war chief of the nation, should rank as full colonel, and the two chiefs, George Lovett and Noble Kennard, as majors. This arrangement was communicated to General Gaines, then at Hartford, who approved of the proceedings of Colonel Brearly, informing him by a letter of the 29th day of January, 1818, that he would cheerfully accept the services of all the Indians who might be disposed to join him; which disposition Colonel Brearly was directed to encourage as far as practicable. Pursuant to these instructions, one thousand five hundred and thirty-seven warriors were mustered into the service of the United States on or about the 24th day of February, 1818, and served until the early part of the month of May thereafter. Including Onir Hanjo, a chief of the Creek nation, and seventy-five warriors who had been mustered into the service on the 8th day of December, 1817, the whole number of Indian forces employed during this period amounted to one thousand six hundred and thirteen men. William McIntosh held the rank of brigadier general, and received in that capacity one hundred and four dollars per month pay, seventy-two dollars per month for subsistence, forty dollars per month for forage, and forty-two dollars and twenty-seven cents per month allowance for servants; having received for two months and fifteen days' service from the 24th day of February to the 9th day of May, 1818, the sum of six hundred and forty-five dollars and seventy-two cents. George Lovett, Noble Kennard, Samuel Hawkins, and —— Blue, were assigned to the rank of majors, in which capacity they served from the 24th day of February until the 11th day of April, when the American army under the command of Major General Andrew Jackson, then having arrived near to Suwaney river, after the capture of Fort St. Marks, in the Spanish province of East Florida, Lovett and Kennard were promoted to the rank of full colonels, and Hawkins and Blue to the rank of lieutenant colonels, in which capacities they respectively served until they were discharged from service. These persons received for their services during these periods the full allowance made for pay, subsistence, forage, and servants, to officers of like rank in the regular army. The vacancies occasioned in the regimental field and staff by these promotions were on the 12th day of April, 1818, partially filled by the promotion to the rank of majors of two chiefs, John Barnard and —— Mattey, who had served as captains from the 24th day of February until that time. The general field and staff further consisted of one assistant adjutant general, who received per month sixty dollars pay, twenty-four dollars for subsistence, twenty-four dollars for forage, and twenty-eight dollars and eighteen cents allowance for servants. Four assistant commissaries of purchases were also appointed, who respectively received salaries at the rate of thirteen hundred dollars per annum. In addition to these, twenty-eight captains, twenty-eight first lieutenants, and twenty-eight second lieutenants were appointed; the whole force having been divided into twenty-eight companies. These officers were at the first organization of the corps appointed by the Creek nation of Indians, under the sanction of the commanding general. By what authority the original arrangement for the organization was changed, the rank of several of the chiefs raised, and an additional number of field and staff officers appointed, the committee have not been able conclusively to ascertain; but as these various transactions appear on the regular pay-rolls of the corps, which have been passed to the credit of the officer who made the disbursement, and have been recognised at the War Department, it is presumed that they must have occurred with the sanction of some public agent. The promotions which took place near Suwaney river on the 12th day of April, 1818, were made by order of Major General Jackson.

The sums paid to these Indian forces for their services amount to thirty thousand one hundred and twenty-seven dollars and forty-nine cents, including the sum of three thousand five hundred and forty-eight dollars and forty-eight cents paid to the general field and staff. To ascertain out of what fund these disbursements were made, a letter was addressed to the Second Auditor of the Treasury, in whose office these accounts were audited, which, with his answer thereto, dated on the 14th ultimo, is submitted with this report. By this communication it appears that it became questionable out of what fund these forces were to be paid; but, after examination, it was concluded by the Secretary of the War Department, for the reasons stated in the said letter, to carry the expenditure to the charge of the appropriation made by Congress for the pay of the army of the United States for that year.

For the purpose of determining with certainty by what authority these forces were raised, the Secretary of the War Department was requested to furnish to the committee "copies of any orders (if any such existed) which might have issued from the War Department" to the commanding officers of the southern division of the army, "by virtue of which" these Indian forces were "raised, officered, and taken into service." The answer of the Secretary of that Department, dated on the 22d ultimo, referring the committee to the documents therein stated, contains all the information relating to the subject of inquiry existing in the War Department. After careful and deliberate examination of these documents, the committee cannot discover that any orders whatever are therein contained which, by the most forced or artificial construction, could be deemed even to imply an authority from the War Department to muster into service, organize, or employ the Indian forces under the command of William McIntosh andt he chiefs of the Creek nation. The papers referred to contain no orders whatever addressed to General Gaines, and only one bears date previous to the issuing of the orders by that officer to Colonel Brearly for employing the Indian warriors. This order is addressed to Major General Jackson, and, so far as this com-

munication and the answer of General Jackson thereto of the 29th day of January, 1818, furnish any aid to this branch of the inquiry, it is strongly to be inferred that the employment of these forces was neither in accordance with the views of the War Department, nor justified by any existing necessity. In the communication of the Secretary of War to General Jackson of the 26th day of December, 1817, directing him to assume the command of the forces employed in the vicinity of Fort Scott against the Seminole Indians, he was informed that "the regular force now there was about eight hundred strong," and "one thousand militia of the State of Georgia were called into service;" that "General Gaines estimated the strength of the Indians at twenty-seven hundred." The answer of General Jackson to the War Department of the 26th January, 1818, informed that Department that "the troops assembled on the southern boundary, reinforced with the Tennessee volunteers called into service," would enable him "to inflict speedy and merited chastisement on the deluded Seminoles." These Indian forces were not mustered into service until the 24th day of February thereafter. In the judgment, therefore, of the commanding officer of the southern division of the army of the United States, the addition of this extraordinary force of sixteen hundred and thirteen Indian warriors was not deemed necessary to the execution of the orders which had been issued for "a speedy and successful termination of the Indian war." In confirmation of the opinion that the employment of these forces was viewed in that light by the commanding general, the committee submit with this report the proceedings of a court-martial convened by his order for the trial of Colonel David Brearly, who was arrested on the application of General Gaines on charges of alleged neglect of duty in not forwarding certain supplies from the Creek agency destined for the use of the troops of the United States and Georgia militia stationed near the Chehaw village, and at Fort Scott. To these charges exhibited by General Gaines was added, by order of Major General Jackson, a charge of "unmilitary conduct," under which was specified an alleged offence, "that the said Colonel David Brearly did, in the month of February or March, 1818, muster into the service of the United States a large body of Indian warriors at or near Fort Mitchell, thereby consuming a large quantity of the supplies laid in and destined for the relief of Fort Scott, and to furnish the Tennessee volunteers," which act is therein alleged to have "tended manifestly to the injury of the service."

After an investigation of several days, Colonel Brearly was honorably acquitted of all the charges preferred against him. The commanding general, by an order of the 5th day of August, 1818, approving the sentence of the court on this specification, observed "that they had, from the documents produced, properly found him not guilty, as it appeared from General Gaines's letter bearing date 29th January, that he was ordered to accept all the Indians that might be disposed to join him." Notwithstanding the commission of this act, so "manifestly injurious to the service," was thus directly traced to the superior officer of Colonel Brearly, no proceedings have been since instituted to fix the responsibility of the alleged offence on the officer from whom the order emanated.

The committee further report that it appears from the documents to which they have been referred by the letter of the Secretary of War of the 22d ultimo, that Major General Andrew Jackson having been directed by that Department on the 26th day of December, 1817, to assume the command of the forces in the vicinity of Fort Scott, was ordered to call on *the Executives* of the adjoining States for such additional *militia* force of the said States as he should deem it requisite to raise for the execution of his orders, to terminate the conflict then commenced with the Seminole tribe of Indians. Instead of obeying this order, he proceeded to levy an army from the people of the States of Tennessee and Kentucky by circular letters privately addressed to individual citizens of his own selection. In this circular address, dated on the 11th day of January, 1818, the aid of one regiment only to be composed of one thousand men, was requested. At a meeting, however, of the citizens who were to command as officers this corps of levies, on the 19th day of January thereafter, General Jackson accepted the services of two regiments to be raised by voluntary enlistments, which were accordingly assembled together, consisting of one thousand two hundred and eighty-six citizens of those States, who were organized as auxiliaries into an army of mounted gunmen. The organization of the officers commanding these regiments was made under the authority and sanction of the commanding general, and consisted of one assistant adjutant general, one assistant inspector general, one assistant deputy quartermaster general, one judge advocate, one chaplain, two colonels, four lieutenant colonels, four majors, four adjutants, one forage master, one assistant forage master, two surgeons, four surgeons' mates, two quartermasters, and eight non-commissioned staff. To this organization of the general and regimental field staff were added twenty captains, twenty first lieutenants, twenty second lieutenants, eleven third lieutenants, and seventeen cornets. The additional lieutenant colonel and major to each regiment was made in consequence of an agreement for that purpose originally made by General Jackson. The ruinous tendency of these unauthorized proceedings is forcibly illustrated by the fact that, on the assembling of these forces for the purpose of being mustered into service at Fayetteville, they brought with them into camp not less than forty captains. The reason given by the inspector general of the southern division of the army, who mustered them into service by order of General Jackson, for appointing an extraordinary number and grade of company officers, appears in a letter addressed to the Secretary of War by that officer on the 9th February, 1818. In this letter Colonel Hayne observes that to "merge the lesser fractions into the greater, and thus amalgamate them into single companies, to cut down captains, to leave out subalterns, and yet to satisfy and secure to us all the men, has been a very difficult task indeed. To effect this object, I have been obliged in a number of cases to give an additional lieutenant and cornet to the companies. On the assembling of these troops General Jackson proceeded to direct the disposition for their use of the funds placed in the hands of the regularly appointed officers of the army of the United States, imposed on Major Fanning, of the corps of artillery, the temporary duties of deputy quartermaster general, and vested him with authority to draw on the quartermaster general for any additional sums wanted for supplies. To facilitate their march, he also authorized the inspector general of the southern division of the army to draw either on the Secretary of War or the quartermaster general at Fort Scott for such funds as might be found necessary. These troops, thus mustered into service and organized, served from the 31st day of January, 1818, until the 25th day of June thereafter, and have received from the public funds the pay and allowances made to the regular armies of the nation.

The committee further report that two companies of rangers, under the command of Captains Boyle and Gist, consisting of about one hundred and forty-five men, were called into service by order of Major General Jackson during the Seminole war. It does not appear that these forces were mustered into service pursuant to any requirement on any civil or executive officer of any State or Territory. By the letter of William W. Bibb, Governor of the Alabama Territory, dated on the 15th day of April, 1818, it appears that at that date he was "ignorant of the views of the Government with respect to Florida;" that he "knew not the orders which had been issued to General Jackson," and that he was "not acquainted in any degree with the arrangements on the part of the United States for prosecuting" the war against the Seminole Indians. The answer of the Secretary of War to Governor Bibb, communicating the information of those arrangements in reply to his inquiries, was transmitted from the War Department on the 13th day of May, 1818. No muster or pay rolls of these forces have yet been received at the War Department, and no documents can be furnished in the public offices by which the number of these forces, the period of their enlistment or discharge, the mode in which the officers were appointed, or by whom, can be

satisfactorily determined. The communication addressed to the committee by the Secretary of War on the 19th instant contains all the information existing in the War Department relative to these companies of rangers. The object for which these forces were raised appears in the letter of General Jackson to the War Department, dated on the 2d day of June, 1818, and the instructions issued to them were to scour the country between the Mobile and Apalachicola rivers, exterminating every hostile party who should dare resist and would not surrender and remove with their families above the thirty-first degree of latitude. Excepting this letter, the only information relative to these forces which exists in the War Department is found in the papers referred to in the letter of the Secretary of War of the 19th instant. From them it appears that Captain John B. Hogan, paymaster of the 4th regiment of infantry, was directed by Colonel King, on the 18th day of September, 1818, to prepare an estimate for the amount of funds necessary to pay them off. This estimate is submitted with this report, and it appears thereby that the sum required for this purpose amounts to nineteen thousand eight hundred and sixty-seven dollars and ninety-two cents, including eight thousand five hundred and sixty-three dollars for pay, seven hundred and twenty dollars for subsistence, and ten thousand five hundred and eighty-four dollars allowance for the use and risk of horses.

These various forces forming no part of the military establishment of the United States authorized by Congress, and not having been called into service by virtue of any law providing for calling forth the militia of the several States, the committee, in obedience to the resolution of the House, which has imposed on them the duty of reporting whether any of the appropriations for the pay and subsistence of the regular army of the United States have been applied to the support of any army or detachment of troops raised without the consent of this House, or the authority of Congress, deeming that on the preservation of the constitutional powers of Congress the chief security of the people of these United States against all encroachments on their liberties must forever depend, and that on the firmness, independence, and fidelity of their immediate representatives, they justly rely for the protection of the solemn trust confided to their charge, do unreservedly express to the House their opinion, that the levying of these forces, their organization and employment in the public service, was in violation of the constitution of the United States, and a dangerous infringement on the powers of Congress.

To attempt seriously to establish, by argument, that Congress alone possesses the power to raise armies, instead of partaking of the nature of an inquiry how extensive the breach sustained by the constitution has been, would rather imply that it might be doubted whether we have any constitution at all. In no instance of the delegation of sovereignty to the federal Government have the people manifested greater caution and wisdom than in confiding to their immediate representatives the exercise of this power, which, above all others, is susceptible of the most alarming abuses in every Government. The experience of all nations had uniformly taught them that their only security from violence and rapacity was to be found in the careful restraint of its exercise. In the elective franchise an adequate remedy was provided for the redress of most of those abuses which originate from the temptations of avarice and the love of power; but they well knew that, whenever their liberties should be directly assailed, the physical force of the Government alone could be resorted to for the successful accomplishment of the designs of ambition. The unlimited power of supporting any military establishment whatever is denied even to Congress; and the term of appropriations for this object has been wisely restricted to the constitutional period of service of the members of this House. So highly fraught with danger has the raising of troops, and their maintenance, been considered, that, except in time of war, actual invasion, or imminent danger, those powers have been withheld from the State Legislatures; sovereignties whose jurisdictions are more comprehensive and indefinite than any known to our institutions. To levy armies, without the authority of Congress, is, therefore, to substitute the arbitrary pleasure or caprice of individuals in the place of the national will, and to violate all those securities which the people have provided for their safety.

The nature or character of this assumption of power derives no exemption from the application of these principles, by reason of the particular description of the forces originally called into service by General Gaines, and subsequently commanded by General Jackson. As lawfully might a commanding officer in the army, of his own authority, receive into the service of the United States, as auxiliaries, the forces stationed in the neighboring provinces of Great Britain, as to embody and organize into regular armies, and associate with his command, the Indian tribes residing within our jurisdictional limits. In relation to forces of this latter description, the constitution has heretofore received a practical exposition from Congress; which, whether we consider the period of its enactment, or the character of the distinguished patriot and statesman, from the history of whose administration this illustration is derived, is entitled to the greatest consideration and respect. So clearly does it seem to have been at that time considered that the power of employing Indian forces in the public service, even for the protection of the frontiers, had not been vested even in the Executive Department, that in the act entitled "An act making further and more effectual provision for the protection of the frontiers of the United States," approved on the 5th day of March, 1792, it was found necessary to derive that power from the authority of Congress; and the President of the United States was, by the fifteenth section of the said act, authorized by Congress to employ, in the public service of the nation, that description of forces, in case he should deem the measure to be expedient. This act was repealed by Congress, and the authority, thus conferred, ceased on the 3d day of March, 1795.

The appointments of the officers of this corps of Indians, and the promotions which took place by order of General Jackson, were also, in the opinion of the committee, an infringement on the powers confided to the Executive of the United States and the Senate. It is scarcely more than to repeat a mere political truism, to say that the exercise of all power whatever, not derived from the will of the people, is not only in itself unlawful, but contrary to the fundamental principles of every free Government, and the orderly administration of its public concerns. The declared will of the nation has entrusted to the President and Senate alone the power of appointment to all offices, not otherwise provided for by the constitution. The prudence and wisdom of these eminent and distinguished functionaries of the Government were the guarantees on which the people relied for the careful selection of those subordinate agents to whom the sword of the nation was to be entrusted. The assumption, therefore, by others, of the responsibility of exercising this power, is self-created, unrecognised by our institutions, and tends to the most pernicious and alarming disorders in the administration of the Government. In the case of military appointments the most powerful as well as the most obvious considerations especially demand that this power should not be wrested from the hands of those on whom alone the constitution has imposed this high responsibility.

The Congress of the United States alone is vested with the general authority to organize the militia, and to provide for calling them forth for the purposes expressed in the constitution. These powers have been executed. Not only the organization, but the rank and description of the officers of the militia have been prescribed by the act of Congress of the 8th day of May, 1792, and the act of the 2d day of March, 1803. Neither of these acts contain any authority for the appointment of those descriptions of officers selected for the command of the corps of volunteers, who were respectively invested with the rank of assistant adjutant general, assistant inspector general, and assistant deputy quartermaster general. These offices have been created only in the regular army of the United States.

The extraordinary assignation of an additional lieutenant colonel and major to each regiment, and a third lieutenant and cornet to each company, is also unknown to the laws providing for the organization of the militia. With whatever force the propriety or necessity of varying these laws may be urged until the Congress of the United States, who are the constitutional judges of the utility of such a measure, and who have the exclusive right to provide for calling forth the militia, and the sole power to establish regulations for their government, shall, by the authority with which they have been thus invested, revise the present system, there is no power known to our institutions which can lawfully execute any schemes of reformation or improvement in the established organization of the military force of the nation.

By the further provisions of the constitution the appointment of the officers of the militia is expressly reserved to the States. The object of this reservation of power was to provide for the security of the people against the success of any design which might be formed to alienate the militia from the allegiance which they owed to their respective States. So "necessary to the existence of our union, and of free Government, has the preservation of the rights of the individual States, in their full extent, according to a just construction of the principles of our constitution," been considered by Congress, that the utmost extent of power to call forth the militia, conferred by the act of the 28th of February, 1795, even on the Executive, has only authorized the issuing of orders for that purpose to the "officers of the militia." Neither the Executive, by virtue of any authority which has been conferred by this act, or much less an officer of the regular army, of his own authority, can, without the assumption of powers repugnant to the principles of the constitution, and of the most dangerous tendency, proceed to levy armies by enlistment from the citizens of the respective States. When it is further considered that the authority of the States over their militia "ceases when they are called into the service of the General Government;" that they "constitute a part of the national force for the time as essentially as the troops of the regular army;" that, "like the regular troops, they are paid by the nation; like them, their operations are directed by the same Government," and that their superior commander may be designated by the Executive of the United States, it is evident that the chief reliance of the States for the preservation of this great bulwark of their liberties must essentially consist in scrupulously retaining the selection of those officers to whose authority their citizens are to be immediately subjected. From whatever source, therefore, the officers selected for the command of these volunteer forces might have received their rank, the power to appoint them was self-assumed, inasmuch as the appointments were not made, and they held no commissions by virtue of any authority for that purpose derived from any of the States.

The committee submit to the House with this report a vindication of the proceedings of General Gaines, addressed by that officer to the Department of War, dated at Augusta, in the State of Georgia, on the 17th day of October, 1819. This document chiefly relates to the result of the measures adopted by the Senate of the United States at the last session of Congress, and although the committee do not consider that subject to be directly connected with their duties, as prescribed by the resolution of the House, yet they are impelled by a sense of that justice which is due to an officer, whose proceedings are the subject of inquiry, to furnish all the information within their power, however remotely affecting the investigation confided to their charge.

It does not appear to the committee at what time General Gaines made known to the War Department his proceedings in relation to the assembling and organization of the Creek warriors, under the command of William McIntosh. In a letter addressed to that Department, on the 15th day of December, 1817, he observes that the steps which he had taken were "known to the Department of War," but the date of this letter was several days antecedent to the first order issued to Colonel Brearly, for the mustering of these forces.

That a crisis of such great public peril and imminent danger to the nation might exist, as to palliate, if not in a great measure justify, a commanding general in departing from the strict rules of subordination and obedience, the committee most readily admit; but they believe that a careful examination of the circumstances under which these Indian forces were assembled, must lead to the conviction that any necessity which might have been supposed to exist, for resorting to this extraordinary proceeding, is rather to be imputed to the premature commencement of hostilities by the commanding general than to any unforeseen or inevitable events not within his own control, and which a cautious and prudent foresight of the probable result of his own measures would not have enabled him to avoid.

The waste of the public resources which has resulted from these various assumptions of the power of raising armies is not among the least of the pernicious disorders which have originated from these unauthorized measures. The committee submit to the House with this report an abstract of the muster-rolls of the militia, volunteers, and Indian warriors, employed in the public service, during the late operations of the army against the Indians, on the southern frontier of the United States. It appears from this document, furnished from the office of the paymaster general, that the whole number of such forces, (including the rangers under the command of Captains Boyle and Gist,) employed during the war with the Seminole Indians, exclusive of the troops of the regular army, amounted to six thousand and fifty-eight men, of which number four hundred and twenty served in the general and regimental field and staff, and as company officers. The whole number of forces of all descriptions, actually in service on the 1st day of April, 1818, amounted to upwards of five thousand six hundred men. From the state of the accounts it is impossible, at this time, satisfactorily to ascertain the whole amount of public expenditure on the object for which these forces were raised. The disposition, however, of the appropriations made by Congress for the support of a brigade of militia, amounting to four hundred and forty-six thousand seven hundred and forty-three dollars, appears, by the annexed statements, furnished from the office of the Second Auditor of the Treasury Department. The pay-rolls of only four companies of the Tennessee volunteers have yet been received. From an examination of these it appears that the paymaster of those forces, Captain John B. Hogan, has paid to the men respectively the sum of fifteen dollars and fifty cents each as an allowance for clothing. Should the same disbursement for this allowance have been made to the whole number of the non-commissioned officers and privates of this corps, the total amount of this item will exceed the sum of eighteen thousand dollars. The amount of these pay-rolls (twenty-seven thousand eight hundred and fifty-five dollars and forty-five cents) having been carried to the charge of the appropriations for a brigade of militia, in the annexed abstract from the office of the Second Auditor of the Treasury, and appearing thereby, also, to have been deducted from the balance remaining due from the paymaster, on account of this fund, a letter was addressed to the Second Auditor requesting that officer to inform the committee by virtue of what law of the United States or regulation relating to this subject, the paymaster was entitled to credit at the Treasury for a disbursement of this nature. From the answer of the Second Auditor, herewith submitted, dated on the 5th instant, and from an inspection of the books of that office, it appears that the accounts of the paymaster, which include this item, have not been acted on at the Treasury, nor has any part of them been passed to his credit. This disbursement being directly contrary to the act of the 28th day of February, 1795, and totally unauthorized, the officer cannot receive credit therefor under any circumstances whatever.

It appears further to the committee, that the accounts for the moneys paid to the Creek warriors, composing the general field and staff of that corps, for forage and servants, have been passed to the credit of the disbursing officer in the office of the Second Auditor of the Treasury, without any evidence whatever that the number of

horses and servants allowed for were actually kept or employed by those persons. The explanation which the Second Auditor relies upon as a justification of this departure from the established regulations of the Treasury Department is contained in the communication of the 5th instant, addressed by that officer to the committee. In their opinion, this deviation from those regulations which have been adopted as salutary and indispensable restraints on improper expenditures of the public moneys by the disbursing officers of the Government, or any other persons acting in such capacity, and which in all cases should be impartially applied, was irregular and unauthorized.

The House having authorized the committee to report by bill, they have devoted their attention to the devising of some legislative remedies against the recurrence of these disorders. To prescribe the principles of the constitution by legislative enactments might tend to impair its high and uncontrollable sanctions, and the faithful discharge of the duties of the several committees of the House furnish an adequate remedy against all abuses in the public expenditure. The committee, therefore, submit the facts contained in this report, and the documents which establish them, referring them to the discretion of the House.

SIR: HEAD-QUARTERS, HARTFORD, *January* 11, 1818.

You will repair to the Creek Agency with a detachment of cavalry, (Georgia militia,) for the purpose of superintending the construction of boats and forwarding supplies to the troops below. You will require of the acting assistant deputy quartermaster general, Lieutenant Kieser, such tools and supplies as will enable you to carry into effect this order with the least possible delay.

Enclosed you will receive an account of the provisions now at the Agency, and you will order thither such other supply as may now be at Fort Hawkins, not exceeding thirty thousand rations, to be forwarded to the troops below, as soon as the boats are completed.

You are authorized to receive into the service of the United States not exceeding five hundred friendly Indians. Should they volunteer their services, you will muster, inspect, and provision them, and direct their movement to Fort Scott, where I hope to have the pleasure of seeing you in the course of the present month.

Wishing you health and an agreeable command, I am, with great respect, your obedient servant,

E. P. GAINES.

Col. DAVID BREARLY, *7th regiment United States' infantry.*

SIR: FORT HAWKINS, *January* 27, 1818.

Captain Melvin having arrived at the Agency, I felt at liberty to visit this place, which I was solicited to do by Lieutenant Kieser, in order to hand him a part of the public money in my possession, should he fail to procure it elsewhere. I shall wait his return from Milledgeville to-morrow, and then return to the Agency; by which time, I trust, a boat will be complete. From the best information I can obtain of the navigation of the Flint river, I am induced to believe that it will be impracticable to navigate a covered boat above the Chehaw shoals, to which place little danger of the Indians is to be apprehended. We have by this time one hundred and thirty barrels of flour, and I suppose two thousand weight of meat. The Indians are to assemble at Fort Mitchell for enrolment on the 17th of February. I used every means in my power to effect the meeting at an earlier period. It was several days after my arrival before the agent gave his decision whether or not they should go, during which suspense the warriors manifested great anxiety. They are now in high spirits, and I have no doubt the effective force of the nation will be assembled that day. The arrangements, as I have been informed by the agent, (who did not suffer me to be present in any of their deliberations on the subject,) are, that the whole force is to be denominated a regiment, to consist of eighteen companies, to be officered agreeably to the regulations of the army. McIntosh is to rank as full colonel; Lovett and Kennard as majors. Should this arrangement meet your views, be pleased to let me be informed. I have no doubt of the integrity of those Indians, and believe they will answer every purpose of militia, at a much less expense.

Captain Bowers arrived at the agency two days before I left it. I did not learn that he had joined his last gang of negroes to the first. I am induced to believe, however, that he had them in the neighborhood, and intends managing them different from the first. I have therefore taken the liberty of writing to Captain Melvin and Major Hughes on the subject, copies of which letters are herewith enclosed; also one addressed to your excellency at Fort Scott, whither I expected you had gone.

I have the honor to be, with the highest esteem,

DAVID BREARLY,
Colonel 7th infantry, commanding in Creek nation.

Major General GAINES.

SIR: HEAD-QUARTERS, HARTFORD, GEORGIA, *January* 29, 1818.

I am instructed by Major General Gaines to acknowledge the receipt of your communication of the 27th instant, and to observe to you that he will cheerfully accept the services of all the Indians that may be disposed to join him, which disposition you will encourage as far as practicable.

On the subject of the boats, the major general expressly directs that no boat shall be suffered to leave the agency without being made ball proof, and desires me to urge all practicable despatch in the transportation of those supplies to the fort below, as heretofore directed. If Indians can be obtained to assist the boats in the descent of the river, it is desirable you should employ them; let the boats be but lightly laden, and there can be no doubt they will go with safety.

I am directed also to apprize you that, from the state of the post under the command of Lieutenant Phillips, whose command consists of twenty volunteers, in addition to the detachment of regulars, who it is possible will not remain very long, or until they can be relieved, it is desirable that supplies should be promptly furnished them; and the state of the service demands that a part of the dragoons now at the Agency should be ordered to reinforce him.

Very respectfully, your obedient servant,

CLINTON WRIGHT, *Assistant Adj. Gen.*

To Col. D. BREARLY, *7th infantry,*
Commanding 7th military department.

SIR: DEPARTMENT OF WAR, *January* 6, 1820.

I have received your letter of the 15th ultimo. The enclosed report of the paymaster general (marked 1) furnishes "the number and general description of the militia forces engaged in the Seminole war, the times when they were mustered into service, the periods of their discharge, the rank and capacity in which they served;" and the accompanying report of the Second Auditor of the Treasury (marked 2) comprehends "the general abstracts of the pay-rolls," as far as the pay-rolls of the paymasters engaged in paying said forces have been rendered for settlement. The payment of the Tennessee volunteers was confided to Major Hogan, paymaster of the 7th regiment of infantry. The difficulty of the service, and the arrest of Major Hogan by Colonel King early last summer, and the subsequent arrest of Colonel King, upon whose trial Major Hogan was a material witness, have delayed the rendering of his accounts.

Major Hogan was ordered to Washington in October last to settle his accounts; and as the trial has probably terminated before this time, I hope it will be in my power to furnish you with the remaining abstract of the pay-rolls before the termination of the session.

I have the honor to be, your most obedient servant,

JOHN C. CALHOUN.

Hon. HENRY R. STORRS, *Chairman, &c. House of Representatives.*

SIR: PAYMASTER GENERAL'S OFFICE, CITY OF WASHINGTON, *January* 4, 1820.

I have the honor herewith to transmit an abstract of the muster-rolls of the volunteers, militia, and Indian warriors engaged in the Seminole war, in the years 1817 and 1818, taken from the rolls on file in this and in the Second Auditor's office.

The pay-rolls of the agents employed in paying this force, so far as they are rendered, have been passed to the Second Auditor for settlement of their accounts.

I am, very respectfully, sir, your obedient servant,

NATHAN TOWSON, *Paymaster General.*

To the Hon. JOHN C. CALHOUN, *Secretary of War.*

Abstract of volunteers, militia, and Indian warriors, engaged in the Seminole war, in the years 1817 *and* 1818, *as appears from the inspection of the muster-rolls.*

STATE, TERRITORY, OR NATION.	GENERAL STAFF.										REGIMENTAL FIELD AND STAFF.									COMPANY OFFICERS.						Non-commissioned officers and privates.	Aggregate number.
	Major generals.	Brigadier generals.	Aids-de-camp.	Brigade inspectors.	Assistant Adjutant generals.	Assistant Inspector generals.	Brigade quartermasters.	Ass't dep. quartermas. gen.	Assistant Commissaries.	Judge Advocates.	Chaplains.	Hospital Surgeons.	Colonels.	Lieutenant colonels.	Majors.	Adjutants.	Paymasters.	Forage-masters.	Assistant Forage-masters.	Surgeons.	Surgeons' mates.	Quartermasters.	Non-commissioned staff.	Captains.	First lieutenants.	Second lieutenants.	Third lieutenants.	Ensigns.	Cornets.		
Kentucky, -	-	-	-	-	1	1	-	1	-	1	1	-	2	4	4	4	-	1	1	2	4	2	8	20	20	18	11	-	17	1,163	1,286
Georgia, -	-	1	2	1	1	1	1	-	-	-	-	1	3	2	5	4	3	-	-	4	3	4	10	39	39	39	1	2	3	2,431	2,600
Alabama, -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2	1	-	-	7	6	3	3	3	-	387	412
Creek warriors, -	-	1	-	-	1	-	-	-	4	-	-	-	2	2	2	-	-	-	-	-	-	-	-	28	28	28	-	-	-	1,517	1,613
	-	2	2	1	3	2	1	1	4	1	1	1	7	8	11	8	3	1	1	8	8	6	18	94	93	88	15	5	20	5,498	5,911

PERIODS OF SERVICE.

KENTUCKY AND TENNESSEE.

Companies, &c.	Commencement of service.	Expiration of service.
Captain A. Dunlop's company, - - - -	January 21, 1818. -	June 25, 1818.
Captain Crittenden's company, - - - -	January 25, " -	June 25, "
Captain R. G. Dunlop's company, - - - -	February 13, " -	June 25, "
Captain Capman's company, - - - -	January 31, " -	June 25, "
Captain Crawford's company, - - - -	January 31, " -	June 25, "
Captain Coplinger's company, - - - -	January 31, " -	June 25, "
Captain Hunter's company, - - - -	January 31, " -	June 25, "
Captain Newton's company, - - - -	January 31, " -	June 25, "
Captain Evans's company, - - - -	January 31, " -	June 25, "
Captain Williams's company, - - - -	January 31, " -	June 25, "
Captain Cook's company, - - - -	January 31, " -	June 25, "
Captain Andrews's company, - - - -	January 31, " -	June 25, "
Captain Kirk's company, - - - -	January 31, " -	June 25, "
Captain Murdock's company, - - - -	January 31, " -	June 25, "
Captain Chism's company, - - - -	January 31, " -	June 25, "
Captain Hanna's company, - - - -	January 31, " -	June 25, "
Captain Bell's company, - - - -	January 31, " -	June 25, "
Captain Benton's company, - - - -	January 31, " -	June 25, "
Captain Byrn's company, - - - -	January 31, " -	June 25, "
Captain Watkins's company, - - - -	January 31, " -	June 25, "
Field and staff, Colonel Williamson, Colonel Dyer, - -	January 31, " -	July 4, "
Non-commissioned staff, (see abstract,) - - -	January 31, " -	July 4, "

GEORGIA.

Companies, &c.	Commencement of service.	Expiration of service.
Captain Avery's company,	November 26, 1817.	January 31, 1818.
Captain Bird's company,	January 23, 1818.	May 22, "
Captain McNeil's company,	January 7, "	May 22, "
Captain Cone's company,	January 31, "	Not stated.
Captain Frazier's company,	January 27, "	May 22, "
Captain Session's troop,	December 1, 1817.	January 31, "
Captain Robinson's company,	December 2, "	January 31, "
Captain Mapp's company,	November 28, "	January 31, "
Captain Huddleston's company,	December 1, "	January 31, "
Captain Cheely's company,	November 30, "	January 31, "
Captain Donelly's company,	November 30, "	January 31, "
Captain Hodges' company,	December 1, "	January 31, "
Captain Hodnett's company,	November 27, "	January 31, "
Captain Curry's company,	December 1, "	January 31, "
Captain Morris's company,	December 1, "	January 31, "
Captain Glenn's troop,	December 1, "	January 31, "
Captain Watter's company,	February 5, 1818.	May 4, "
Captain Strong's company,	February 13, "	May 22, "
Captain Hendon's company,	February 5, "	May 14, "
Captain Stapleton's company,	February 9, "	May 4, "
Captain Dennis's company,	February 9, "	May 4, "
Captain Mappin's company,	February 7, "	May 4, "
Captain Martin's company,	February 5, "	May 4, "
Captain Watkins's company,	January 29, "	May 4, "
Captain Scrugg's company,	February 17, "	May 4, "
Captain Bothwell's company,	February 7, "	May 20, "
Captain Pearce's company,	February 5, "	May 4, "
Captain Young's company,	February 7, "	May 4, "
Captain Reily's company,	February 6, "	May 4, "
Captain Veazy's company,	February 6, "	May 4, "
Captain Runnel's company,	February 3, "	May 4, "
Captain Holliday's company,	February 3, "	May 4, "
Captain Jeter's company,	February 5, "	May 4, "
Captain Mann's company,	February 2, "	May 4, "
Captain Ashley's company,	February 2, "	May 4, "
Captain Berrian's troop,	February 13, "	Not stated.
Captain Child's company,	February 7, "	May 8, "
Captain Cray's company,	February 13, "	Not stated.
Captain Dean's company,	February 7, "	May 8, "
General staff, (see abstract,)	December 1, 1817.	January 31, "
Infantry field and staff, (see abstract,)	December 1, "	January 31, "
Cavalry field and staff, (see abstract,)	December 1, "	January 31, "
Second general staff,	February 10, 1818.	May 5, "
Second infantry field and staff,	February 15, "	May 5, "

ALABAMA.

Captain Whatley's company,	March 17, 1818.	April 17, 1818.
Captain Thompson's company,	April 1, "	June 14, "
Captain Steele's company,	May 3, "	June 3, "
Lieutenant Rogers' detachment,	May 1, "	July 1, "
Captain Figures' company,	April 1, "	June 30, "
Captain Ware's company,	September 1, "	November 10, "
Second regimental surgeon,	April 10, "	June 1, "
Captain Russel's company,	February 1, "	June 30, "
Captain Norwood's company,	February 1, "	June 30, "

INDIAN WARRIORS.

Captain Mad Wolf's company,	February 24, 1818.	May 10, 1818.
Captain H. Haujo's company,	February 24, "	May 5, "
Captain Hopaie's company,	February 24, "	May 5, "
Captain E. Tustunnuggis' company,	February 24, "	May 4, "
Captain A. Tustunnuggis' company,	February 24, "	May 4, "
Captain Stedham's company,	March 3, "	May 3, "
Captain P. Haujo's company,	March 3, "	May 3, "
Captain O. Yahola's company,	February 24, "	May 4, "
Captain R. McIntosh's company,	February 24, "	May 11, "
Captain Wahneje's company,	February 24, "	May 8, "
Captain Miller's company,	February 25, "	May 4, "
Captain N. Micco's company,	February 24, "	May 8, "
Captain O. Tustunnuggis' company,	February 26, "	May 5, "
Captain Tustunnuggis' company,	February 24, "	May 7, "
Captain Carr's company,	February 24, "	May 6, "
Captain Hagey's company,	February 24, "	May 7, "
Captain Tuskehinehochie's company,	February 24, "	May 4, "
Captain Yellow Hair's company,	March 1, "	May 1, "
Captain Tuskenehau's company,	March 5, "	May 5, "
Captain Nehalockopoye's company,	February 24, "	May 7, "
Captain T. Hulke's company,	February 24, "	May 9, "

INDIAN WARRIORS—Continued.

Companies, &c.	Commencement of service.	Expiration of service.
Captain T. Haujo's company,	February 24, 1818.	May 8, 1818.
Captain M. Barnard's company,	February 24, "	May 7, "
Captain Lesley's company,	February 24, "	May 10, "
Captain O. Haujo's company,	December 8, 1817.	June 9, "
Captain U. Micco's company,	March 2, 1818.	May 2, "
Captain W. Kennard's company,	February 28, "	May 2, "
Captain Chuckchidineha's company,	March 3, "	May 8, "
Staff, (McIntosh's,)	February 24, "	May 9, "

PAYMASTER GENERAL'S OFFICE, *January* 4, 1820.

NATHAN TOWSON, *Paymaster General U. S. Army.*

NOTE.—Two companies of rangers (Captains Boyle and Gist's) not included in the above.

TREASURY DEPARTMENT, SECOND AUDITOR'S OFFICE, *January* 5, 1820.

SIR:

In compliance with your directions to furnish for the use of "the Committee of the House of Representatives, relative to the application of the appropriations for the pay and subsistence of the regular army since the 4th of March, 1815," general abstracts of the pay-rolls of certain forces employed against the Seminole Indians, not composing any part of the ordinary military establishment, I have the honor to hand you, herewith, abstracts, as rendered to this office, of the rolls of the brigade of Georgia militia; of a brigade of Creek warriors, commanded by General M'Intosh; and of five companies of Alabama militia. The paymasters, in whose hands funds have been placed for satisfying the claims of the Tennessee mounted gun men, not having, as they state, completed the payments of that corps, have as yet forwarded no abstracts of the rolls.

I have the honor to be, with great respect, your very obedient servant,

WILLIAM LEE.

Hon. J. C. CALHOUN, *Secretary of War.*

Abstract of payments made by Abner Wimberly, paymaster to the first brigade of Georgia militia, called into the service of the United States, in 1817.

No. of voucher.	Date of payment.	To whom paid.	Rank or grade.	Of what company, regiment, or corps.	For what purpose.	Commencement of service.	Expiration of service.	Pay.	Subsistence.	Amount.
1	February 18, 1818,	Thomas Glasscock,	Brigadier general,	1st brig. Geo. militia,	Pay of Geo. militia,	December 1, 1817,	Jan. 31, 1818,	$238 00	$158 60	$396 60
2	February 18, "	Thomas G. Walton,	Aid-de-camp,	do do	do do	do do	do do	135 67	48 80	184 47
3	February 18, "	F. C. Heard,	Brigade inspector,	do do	do do	do do	do do	118 06	61 00	179 06
4	February 18, "	John M. Cooper,	Brigade quarterm'r,	do do	do do	do do	do do	90 00	47 60	139 60
5	February 6, "	Ezekiel Wimberly,	Colonel,	1st reg't do	do do	December 4, do	do do	158 88	88 20	247 08
6	February 23, "	Nicholas Johnson,	Regi. quarterm'r,	do do	do do	do do	do do	79 99	28 00	107 99
7	February 28, "	Thomas W. Terrell,	Surgeon's mate,	do do	do do	do do	do do	59 99	22 80	82 79
8	February 24, "	Robert Brown,	Quarterm'r sergeant,	do do	do do	do do	do do	17 99	-	17 99
9	June 2, "	Thomas S. Woodward,	Major,	do do	do do	December 1, do	do do	122 45	52 80	175 25
10	February 20, "	Lewis L. Griffin,	Adjutant,	do do	do do	December 4, do	do do	74 83	34 20	109 03
11	February 23, "	J. G. Slappey,	Surgeon,	do do	do do	do do	do do	98 73	43 60	142 33
12	February 6, "	J. R. Wimberly,	Surgeon's mate,	do do	do do	do do	do do	57 08	22 80	79 88
13	February 16, "	Joseph Morgan,	Major,	do do	do do	December 1, do	do do	103 86	51 60	155 46
14	February 17, "	James Lewis,	Major,	1st bat. Geo. cavalry,	do do	do do	do do	164 04	49 60	213 64
15	August 14, "	Henry W. Griffith,	Surgeon's mate,	1st reg't do. militia,	do do	December 4, do	do do	22 87	-	22 87
16	March 10, "	Andrew Carroll,	Principal musician,	do do	do do	December 1, do	do do	22 00	-	22 00
17	March 10, "	Richard Lewis,	Surgeon,	1st bat. Geo. cavalry,	do do	do do	do do	129 08	43 40	172 48
18	February 26, "	Levi T. Welborn,	Surgeon's mate,	do do	do do	do do	do do	63 85	32 40	96 25
19	August 20, "	Jacob Brooks,	Surgeon's mate,	do do	do do	December 16, do	do do	36 40	-	36 40
20	March 10, "	William S. Scott,	Adjutant,	do do	do do	December 1, do	do do	69 00	18 60	87 60
21	March 10, "	Abraham Allfriend,	Quartermaster,	do do	do do	December 3, do	do do	102 25	34 80	137 05
22	March 9, "	James McLamore,	Quarterm'r sergeant,	do do	do do	December 1, do	do do	44 07	-	44 07
23	February 18, "	Samuel Roberson,	Captain,	1st reg't Geo. militia,	do do	December 2, do	do do	78 57	36 00	114 57
24	April 20, "	Thomas Johnson,	1st lieutenant,	do do	do do	do do	do do	61 00	36 00	97 00
25	February 18, "	Paul Coleson,	2d lieutenant,	do do	do do	do do	do do	49 16	36 00	85 16
26	March 9, "	John Cheely,	Captain,	do do	do do	November 30, do	do do	86 20	24 80	111 00
27	March 9, "	James Steel,	1st lieutenant,	do do	do do	do do	do do	65 00	24 80	89 80
28	March 9, "	James Jones,	2d lieutenant,	do do	do do	do do	do do	53 77	24 80	78 57
29	March 4, "	John Dannally,	Captain,	do do	do do	do do	do do	84 37	37 20	121 57
30	March 4, "	Isham Ready,	1st lieutenant,	do do	do do	do do	do do	64 00	37 20	101 20
31	March 4, "	Samuel Wilson,	2d lieutenant,	do do	do do	do do	do do	52 75	37 20	89 95
32	February 14, "	John Huddleston,	Captain,	do do	do do	December 1, do	do do	83 87	21 60	105 47
33	February 16, "	N. W. Battle,	1st lieutenant,	do do	do do	do do	do do	61 93	22 20	84 14
34	February 14, "	B. G. Brown,	2d lieutenant,	do do	do do	do do	do do	52 41	21 60	74 01
35	February 26, "	John F. Mapp,	Captain,	do do	do do	November 28, do	do do	89 03	29 60	118 63
36	February 26, "	L. B. Watts,	1st lieutenant,	do do	do do	do do	do do	66 76	29 60	96 36
37	February 26, "	John M. Clark,	2d lieutenant,	do do	do do	do do	do do	55 64	29 60	85 24
38	February 16, "	Robert Hoges,	Captain,	do do	do do	December 1, do	do do	81 26	20 40	101 66
39	July 1, "	Isaac Brown,	1st lieutenant,	do do	do do	December 6, do	do do	56 00	17 40	73 40
40	February 16, "	Thomas Denham,	2d lieutenant,	do do	do do	December 1, do	do do	50 80	20 40	71 20
41	March 6, "	John Curry,	Captain,	do do	do do	do do	do do	83 30	24 40	107 70
42	March 6, "	John P. Tennell,	1st lieutenant,	do do	do do	do do	do do	63 30	24 40	87 70
43	March 6, "	John McDaniel,	2d lieutenant,	do do	do do	do do	do do	52 15	24 40	76 35
44	February 23, "	John Hodnett,	Captain,	do do	do do	November 27, do	do do	90 32	23 00	113 32
45	February 23, "	William Edds,	1st lieutenant,	do do	do do	do do	do do	67 74	23 00	90 74
46	February 23, "	Mijamin Traytor,	2d lieutenant,	do do	do do	do do	do do	56 44	23 00	79 44
47	February 24, "	John Morris,	Captain,	do do	do do	December 1, do	do do	85 33	21 60	106 93
48	February 24, "	George B. Davis,	1st lieutenant,	do do	do do	do do	do do	63 87	21 60	85 47

ABSTRACT—Continued.

No. of voucher.	Date of payment.	To whom paid.	Rank or grade.	Of what company, regiment or corps.	For what purpose.	Commencement of service.	Expiration of service.	Pay.	Subsistence.	Amount.
49	February 24, 1818,	Puncey Maxey, -	2d lieutenant, -	1st regt. Geo. militia,	Pay of Geo. militia,	December 1, 1817,	Jan 31, 1818,	$53 22	$21 60	$74 82
50	February 28, "	William Avera, -	Captain, -	do do	do do	November 26, do	do do	90 32	25 60	115 92
51	do. "	William Mopley, -	1st lieutenant, -	do do	do do	do do	do do	67 74	25 60	93 34
52	do. "	Robert Bryant, -	2d lieutenant, -	do do	do do	do do	do do	56 44	25 60	82 04
53	March 9, "	Robert B. Glenn, -	Captain, -	1st bat. Geo. cavalry.	do do	December 1, do	do do	143 01	37 20	180 21
54	do. "	Frederic Scott, -	1st lieutenant, -	do do	do do	do do	do do	88 00	37 20	125 20
55	do. "	John Binnion, -	2d lieutenant, -	do do	do do	do do	do do	77 10	37 20	114 30
56	do. "	John S. Brown, -	Cornet, -	do do	do do	do do	do do	66 20	37 20	103 40
57	March 7, "	Benjamin Sessions, -	Captain, -	do do	do do	do do	do do	107 08	36 60	143 68
59	do. "	R. N. Hichlin, -	2d lieutenant, -	do do	do do	do do	do do	64 04	36 60	100 64
58	do. "	George Sessions, -	1st lieutenant, -	do do	do do	do do	do do	75 00	36 60	111 60
60	do. "	Benjamin Tarver, -	Cornet, -	do do	do do	do do	do do	54 00	36 60	90 60
61	February 20, "	Lewis L. Griffin, -	1st lieutenant, -	1st regt. Geo. militia,	do do	do do	January 4, do	4 00	2 40	6 40
62	April 20, "	Thomas J. Johnson, -	Captain, -	Volunteer company,	do do	February 1, 1818,	Feb. 12, do	15 15	4 80	19 95
63	April 20, "	William Jarborough, -	1st lieutenant, -	do do	do do	do do	do do	12 00	4 80	16 80
67	February 10, "	J. T. Napp's company,	1st regt. Geo. militia,	Pay of Geo. militia,	do do	November 28, 1817,	January 31, do	724 81	-	724 81
68	July 28, "	J. T. Napp's do.	do do	do do	do do	do do	do do	186 00	-	186 00
68	January 30, 1819,	J. T. Napp's do.	do do	do do	do do	do do	do do	10 50	-	23 16
69	February 30, 1818,	J. Huddleston's do.	do do	Pay for company,	do do	December 1, do	do do	578 16	-	578 16
70	July 15, "	J. Huddleston's do.	do do	do do	do do	do do	do do	244 14	-	244 14
70	January 15, 1819,	J. Huddleston's do.	do do	do do	do do	do do	do do	10 50	-	10 50
71	- -	John Cheely's do.	Company, do	1st regt. Geo. militia,	do do	November 30, do	do do	688 66	-	688 66
72	- -	John Cheely's do.	do do	do do	do do	do do	do do	298 50	-	298 50
73	- -	John Danally's do.	do do	do do	do do	do do	do do	421 06	-	421 06
74	- -	John Danally's do.	do do	do do	do do	do do	do do	193 44	-	193 44
74	- -	John Danally's do.	do do	do do	do do	do do	do do	22 83	-	22 83
75	- -	Robert Hoge's do.	do do	do do	do do	December 1, do	do do	612 41	-	612 41
76	- -	Robert Hoge's do.	do do	do do	do do	do do	do do	271 50	-	271 50
76	- -	Robert Hoge's do.	do do	do do	do do	do do	do do	6 00	-	6 00
77	- -	John Hodnett's do.	do do	do do	do do	November 27, do	do do	599 07	-	599 07
78	- -	John Hodnett's do.	do do	do do	do do	do do	do do	226 50	-	226 50
79	- -	John Curry's do.	do do	do do	do do	December 1, do	do do	618 64	-	618 64
80	- -	John Curry's do.	do do	do do	do do	do do	do do	249 45	-	249 45
81	- -	John Morris's do.	do do	do do	do do	do do	do do	697 15	-	697 15
82	- -	John Morris's do.	do do	do do	do do	do do	do do	277 96	-	277 96
83	- -	William Avera's do.	do do	do do	do do	November 26, do	do do	781 66	-	781 66
84	- -	William Avera's do.	do do	do do	do do	do do	do do	265 25	-	265 25
84	- -	William Avera's do.	do do	do do	do do	do do	do do	6 00	-	6 00
85	- -	S. Robinson's do.	do do	do do	do do	December 2, do	do do	508 62	-	508 62
86	- -	S. Robinson's do.	do do	do do	do do	do do	do do	162 94	-	162 94
87	- -	Benj. Session's do.	do do	Cavalry, do	do do	December 1, do	do do	2,700 01	-	2,700 01
88	- -	Benj. Session's do.	do do	do do	do do	do do	do do	367 39	-	367 39
89	- -	Robert B. Glenn's do.	do do	do do	do do	do do	do do	2,706 37	-	2,706 37
90	- -	Robert B. Glenn's do.	do do	do do	do do	do do	do do	326 70	-	326 70
90	- -	Robert B. Glenn's do.	do do	do do	do do	do do	do do	12 00	-	12 00
91	- -	T. J. Johnson's do.	do do	do do	do do	February 1, 1818,	Feb. 12, do	138 05	-	138 05
										21,600 33

TREASURY DEPARTMENT, SECOND AUDITOR'S OFFICE, *January* 5, 1820.

WILLIAM LEE.

Abstract of payments made by James Alston, paymaster to the Georgia militia, called into the service of the United States during the Seminole war in 1818.

To doc. No. 1, containing muster, pay, and receipt rolls, and officers' accounts, of Captain Ashley's company, 2d regiment,	$2,129 07
To doc. No. 2, containing ditto, of Captain Mann's company, 2d regiment,	2,114 85
To doc. No. 3, containing ditto, of Captain Jeters's company, 2d regiment,	2,101 22
To doc. No. 4, containing ditto, of Captain Holliday's company, 2d regiment,	1,644 96
To doc. No. 5, containing ditto, of Captain Runnell's company, 2d regiment,	2,671 39
To doc. No. 6, containing ditto, of Captain Veasey's company, 2d regiment,	1,505 98
To doc. No. 7, containing ditto, of Captain Reily's company, 2d regiment,	1,463 85
To doc. No. 8, containing ditto, of Captain Watters' company, 2d regiment,	1,856 30
To doc. No. 9, containing ditto, of Captain Strong's company, 2d regiment,	2,227 30
To doc. No. 10, containing ditto, of Captain Hendon's company, 2d regiment,	1,848 49
To doc. No. 11, containing accounts of the field and staff officers,	1,527 03
To doc. No. 12, containing muster, pay, and receipt rolls, and officers' accounts, of Capt. Stapleton's company, 1st regiment,	2,350 88
To doc. No. 13, containing ditto, of Capt. Dinnes's company, 1st regiment,	1,597 25
To doc. No. 14, containing ditto, of Capt. Mappin's company, 1st regiment,	2,003 31
To doc. No. 15, containing ditto, of Capt. Martin's company, 1st regiment,	1,960 88
To doc. No. 16, containing ditto, of Capt. Walker's company, 1st regiment,	1,924 13
To doc. No. 17, containing ditto, of Capt. Scrugg's company, 1st regiment,	1,593 42
To doc. No. 18, containing ditto, of Capt. Bothwell's company, 1st regiment,	1,786 71
To doc. No. 19, containing ditto, of Capt. Pearce's company, 1st regiment,	1,633 68
To doc. No. 20, containing ditto, of Capt. Young's company, 1st regiment,	2,237 23
To doc. No. 21, containing accounts of the field and staff officers,	1,841 83
To doc. No. 22, containing accounts of General Glasscock's staff,	1,386 13
To doc. No. 23, containing muster, pay, and receipt rolls, and officers' accounts, of Capt. Frazer's company, 1st battalion,	2,442 82
To doc. No. 24, containing ditto, of Capt. Cone's company, 1st battalion,	2,586 33
To doc. No. 25, containing ditto, of Capt. McNeil's company, 1st battalion,	1,265 73
To doc. No. 26, containing ditto, of Capt. Bird's company, 1st battalion,	2,523 04
To doc. No. 27, containing accounts of Major John Minton, and Captain William Bee, U. S. army,	641 24
To doc. No. 28, containing accounts of the paymaster and clerks,	2,445 37
	$53,310 42

TREASURY DEPARTMENT, SECOND AUDITOR'S OFFICE, *January* 5, 1820.

WILLIAM LEE, *Auditor.*

Abstract of payments made by D. B. Mitchell, Indian agent, to a brigade of Creek warriors, commanded by General McIntosh, and called into the service of the United States in 1818.

No.	Names.	No. of men on muster-roll.	No. of men on pay-roll.	Men absent.	Amount paid.
1	Mad Wolf,	37	37	-	$715 68
2	Hopohoithle Haujo,	40	40	-	710 99
3	Hopoie,	53	53	-	865 30
4	Etomme Tustanugge,	60	60	-	929 70
5	Aubeccan Tustanugge,	66	66	-	999 68
6	John Stedham,	63	63	-	830 00
7	Pawis Haujo,	68	68	-	880 00
8	Okpirkie Yoholo,	63	63	-	968 50
9	Roderick McIntosh,	62	62	-	1,055 11
10	Wohnoje,	50	50	-	841 48
11	William Miller,	67	67	-	999 68
12	Nehan Micco,	56	56	-	913 72
13	Uche Tustanugge,	23	23	-	494 63
14	Tustanugge,	51	51	-	859 60
15	Carr,	63	63	-	997 70
16	Haggey,	67	67	-	1,057 04
17	Tuskehencheechee,	37	37	-	572 70
18	Yellow Hair,	16	16	-	210 00
19	Tuskeenchaw,	5	5	-	130 00
20	Nehalock Opoie,	45	45	-	792 22
21	Turkia Hatkey,	78	78	-	1,165 00
22	Taurky Hawjo,	57	57	-	949 59
23	Michey Bernard,	63	63	-	1,005 49
24	Larley,	68	68	-	1,126 78
25	Onir Haujo,	75	75	-	2,835 88
26	Enpaulo Micco,	81	81	-	1,050 00
27	Hopei Haujo,	50	50	-	863 28
28	Othlematte Tustanugge,	27	27	-	413 75
29	William Kinnard,	68	49	19	742 96
30	Chuckchatdeneha,	39	39	-	602 55
	General field and staff,	-	-	-	3,548 48
					$30,127 49½

TREASURY DEPARTMENT, SECOND AUDITOR'S OFFICE, *January* 5, 1820.

WILLIAM LEE, *Auditor.*

Abstract of payments made by Henry Hichcock, Secretary of the Alabama Territory, to the militia of that Territory, called into the service of the United States during the Seminole campaign.

To Captain Whatley's company	- - - - - -	$900 26
Do. do. T. Figure's do.	- - - - - -	1,642 08
Do. do. S. Steele's do.	- - - - - -	516 00
Do. do. Thompson's do.	- - - - - -	1,037 74
Do. Lieutenant Rodgers' detachment	- - - - -	462 11
Do. Captain S. Steele for services	- - - - - -	58 00
		$4,616 19

TREASURY DEPARTMENT, SECOND AUDITOR'S OFFICE, *January* 5, 1820.
A true copy.

WILLIAM LEE.

SIR: DEPARTMENT OF WAR, *January* 22, 1820.

I have received your letter of this month, requesting copies of any orders (if any such exist) which may have issued from the War Department to the commanding officers of the south division, and by virtue of which the volunteer forces from the State of Tennessee, the rangers under Captains Boyle and Gist, and the Indian forces engaged in the service of the United States during the late war with the Seminole Indians, were respectively raised, officered, and taken into service. In reply, I respectfully refer the committee to the letters of the Secretary of War to General Jackson, of the 26th of December, 1817, and 29th of January, 1818; to Governor Bibb's letters of the 27th of March, and 15th of April, 1818, addressed to the Department, and the Secretary of War's answer to them both, dated the 13th of May, 1818, transmitted by the President to Congress, in his message of the 2d of December, 1818.

In relation to raising and officering the Indian force, I refer the committee to General Gaines's letter to the War Department, of the 2d of December, 1817, contained in the President's message of the 2d of December, 1818, and to an extract of a letter addressed to the War Department, by D. B. Mitchell, Creek agent, which is enclosed herewith, which contain all the information on this subject in the Department. It is believed the Indian forces alluded to were called into service by General Gaines, and were officered by the nation, with the sanction of the commanding general, and, with few exceptions, this mode has always prevailed in raising and officering Indian forces, received into the United States' service.

I have the honor to be your obedient servant,

J. C. CALHOUN.

The Hon. HENRY R. STORRS, *Chairman, &c. House of Representatives.*

Extract of a letter from D. B. Mitchell, Indian Agent, to the Secretary of War, dated

CREEK AGENCY, *February* 3, 1818.

In consequence of the notice which I received from Mr. Graham, that General Gaines was prohibited from crossing the Spanish line against the Seminoles, I declined sending the friendly warriors to join him until that restriction should be removed, or I had the orders of the Government upon that subject. This matter I have already explained in my former letters; but, at the late meeting, understanding that the prohibition to crossing the Spanish line had been removed by an order from you, I informed the chiefs and warriors that they might now comply with the call of General Gaines, and join with him in the contemplated expedition. They immediately came to a determination to meet at the end of twenty-five days, from the 21st of January, which will be about the 17th of the present month, and proceed to join the army. Colonel Brearly, of the 7th infantry, being present, and informed of their determination, has agreed to muster them, and assist in preparing them for the service, having previously received the general's orders to do so; and I have little doubt, but that they will add at least fifteen hundred, and probably two thousand, useful warriors to the general's present force.

WAR DEPARTMENT, *January* 22, 1820.

I certify the foregoing is a true extract from the original letter of D. B. Mitchell, now on file in this Department.

C. VANDEVENTER.

Proceedings of a general court-martial held at Fort Scott, (State of Georgia,) by virtue of the following order:

HEAD-QUARTERS, DIVISION OF THE SOUTH,
ADJUTANT GENERAL'S OFFICE, *Ochesee Bluff, on the Appalachicola river, May* 10, 1818.

DIVISION ORDER.

A general court-martial will convene at Fort Scott, on the 1st of June next, for the trial of Colonel David Brearly, of the 7th infantry, and such other prisoners as may be brought before it.

Lieutenant Colonel WILLIAM LINDSAY, *president.* Lieutenant Colonel Clinch, Brevet Major Cutler, Brevet Major Dinkins, Major Nicks, Brevet Major Muhlenberg, Captain Cummings, *members.*

Captains Donoho and Vashon, *supernumerary members.*

Major James T. Dent, Judge Advocate; or, in his absence, Major General Gaines will order a suitable officer to perform the duties *pro tempore.* A suitable non-commissioned officer, as orderly, will attend the court. On the adjournment of the court-martial *sine die*, a court of inquiry will immediately convene at the same place, by request of Lieutenant Colonel Arbuckle, to inquire into his official conduct as commanding officer at Fort Scott,

and will consist of three members and a recorder. Lieutenant Colonel William Lindsay, president, and Lieutenant Colonel Clinch and Major Dinkins, members. The Judge Advocate of the court, or person acting as such, will perform the duties of recorder. The court will place on record all the evidence adduced, and give their opinion.

By order: ROBERT BUTLER, *Adj't General.*

HEAD-QUARTERS, 6TH AND 7TH MILITARY DEPARTMENTS,
ASSISTANT ADJUTANT GENERAL'S OFFICE, *Fort Gadsden, May* 22, 1818.

AFTER ORDERS.

In the event of the non-attendance of Judge Advocate Dent at the general court-martial ordered to convene at Fort Scott, on the 1st of June, Surgeon Thomas Lawson, of the 7th infantry, is appointed to do the duties of that office, and will proceed thither for that purpose.

By command; J. M. GLASSELL,
Acting Assistant Adjutant General.

The court assembled pursuant to the above order: Present, Lieutenant Colonel Lindsay, president; Major E. Cutler, Major Nicks, Brevet Major Muhlenberg, Captain Cummings, members; Captains Donoho and Vashon, supernumerary members; Surgeon Thomas Lawson, Judge Advocate.

Two of the members and the accused being absent, the court adjourned, to meet again on on the 12th instant, unless ordered to convene previously to that period by the President.

JUNE 12, 1818.

The court assembled pursuant to adjournment: Present, Brevet Major E. Cutler, Major Nicks, Brevet Major Muhlenberg, Captain Cummings, members; Captains Donoho and Vashon, supernumerary members; Surgeon Thomas Lawson, Judge Advocate.

Two of the members and the accused being absent, the court adjourned, to meet on the 16th instant, unless sooner convened by order of the president.

JUNE 16, 1818.

The court met pursuant to adjournment: Present, Lieutenant Colonel Lindsay, president; Brevet Major Cutler, Major Nicks, Brevet Major Muhlenberg, Captain Cummings, members; Captains Donoho and Vashon, supernumerary members; Surgeon Thomas Lawson, Judge Advocate.

Two of the members and the accused being still absent, the court adjourned, to meet on the 20th instant, unless sooner assembled by order of the president.

JUNE 20, 1818.

The Court met pursuant to adjournment: Present, Lieutenant Colonel Lindsay, president; Major Cutler, Major Nicks, Major Muhlenberg, Captain Cummings, members; Captains Donoho and Vashon, supernumerary members. Surgeon Thomas Lawson, Judge Advocate.

Lieutenant Colonel Clinch and Major Dinkins being absent, Captains Donoho and Vashon took their seats as members.

The Court being duly sworn, in the presence of the accused, proceeded to the trial of Colonel David Brearly, of the seventh infantry, who being previously asked if he had any objection to either member of the Court, and replying in the negative, was arraigned on the following charges and specifications.

CHARGE 1st.—*Disobedience of orders and neglect of duty.*

Specification 1st. For, that the said Colonel David Brearly being ordered by Major General Gaines, commanding, on or about the 11th of January, 1818, to repair to the Creek agency (Creek nation) to superintend the building of boats, and send therein, down the Flint river, for the use of the troops of the United States and Georgia militia, stationed near the Chehaw village and at Fort Scott, the supplies of provisions and corn then at the agency, with such other supplies as should be sent thither from Fort Hawkins for the troops aforesaid, did disobey the said orders; and, although furnished with near forty men and a proper supply of tools, for the prompt performance of the duties assigned him, he nevertheless neglected those duties, whereby the United States' troops and the Georgia militia aforesaid were left in the vicinity of an enemy, without the necessary and proper means of subsistence, to the great injury of the service.

Specification 2d. For that the said Colonel David Brearly, being ordered by Major General Gaines, commanding at Hartford, in the State of Georgia, in the month of January, 1818, to superintend the construction of boats at the Creek agency, to forward supplies to the troops below, to require of the acting assistant deputy quartermaster general, Lieutenant Kieser, such tools and supplies as would enable him, with the least possible delay, to order from Fort Hawkins to the agency, thirty thousand rations of provisions, and to forward the same, together with the supplies then at the agency, down the Flint river, to the United States' troops and Georgia militia, near the Chehaw village and at Fort Scott, as soon as the boats should be completed, and being repeatedly urged and ordered, in the month of January, 1818, to cause the said boats to be completed, and the supplies forwarded to the troops below, without delay; all which orders were disobeyed, and the duties they prescribed neglected by him, the said Colonel David Brearly, who, without proper authority, abandoned the position and duties assigned him at the Creek agency, as aforesaid; and, contrary to orders, went to Fort Mitchell to attend a duty which he should have performed at the Creek agency, or detached an officer of his command for the purpose; all which disobedience of orders and neglect of duty being contrary to the rules and articles for the government of the army, and having had a direct tendency to jeopardize the safety of the army and retard and defeat its operations against the enemy, to the great injury of the service.

E. P. GAINES, *Major Gen. by brevet.*

ADDITIONAL CHARGE.—*Unmilitary conduct.*

Specification 1st. In this, that the said Colonel David Brearly did advise changing the route of the Tennessee volunteers, under the command of Colonel A. P. Hayne, in the month of March last, and contrary to the instructions of the major general given to Colonel Hayne, when, too, the said Colonel Brearly did know the wishes and anxiety of the commanding general that those troops should join him at Fort Scott, by the route pointed out, and

when the said Colonel Brearly had, on the 11th of February, 1818, given information that a plentiful supply of corn could be obtained at Fort Gaines and probably other supplies, which were communicated to Colonel Hayne, as per accompanying extract of letter under that date.

Specification 2d. In this, that the said Colonel David Brearly did, in the month of February or March, 1818, muster into the service of the United States a large body of Indian warriors, at or near Fort Mitchell, thereby consuming a large quantity of the supplies laid in and destined for the relief of Fort Scott and to furnish the Tennessee volunteers; all of which acts, contained in both specifications, tended manifestly to the injury of the service.

By order:

ROBERT BUTLER, *Adjutant General.*

To the first charge and its specifications, the accused pleaded "not guilty."

To the first specification of additional charge, the accused objected to plead, on the ground that it contained no military offence if proven, as it consists of a matter of opinion or advice, which an officer is at all times at liberty to give when solicited. The court being cleared, the objection was sustained.

To the second specification of the additional charge, the accused pleaded "not guilty."

Major General Gaines, a witness for the prosecution, being duly sworn, says, about the 11th or 12th of January, as stated in the charge, being advised of the failures which had taken place on the part of the contractor to forward the provisions that had been required for this place, the accused being with me at Hartford, proposed to superintend the building of boats at the agency, in order to forward supplies down the Flint river. The want of officers in that quarter induced me to avail myself of the Colonel's proposition. I therefore gave him an order, marked A, which I believe should have been dated the 12th, instead of the 11th January; the first draught of this order was lost in my boat. I at the same time gave an order for an officer and thirty mounted men to accompany him for the purpose of building the boats. They left Hartford soon after the date of this order. In the course of a few days I received the letter B; afterwards, and within a short time, the following correspondence took place between us, viz. the letters and orders marked C, D, E, F, G. Some few days previous to the detachment first mentioned, a command of an officer and twenty or thirty men was ordered to the agency to build the boats. I deem it proper to state, that, previously to writing the letter G, I had learned from General Jackson that he had seen Colonel Brearly at Fort Hawkins, and that it was understood he was going to the meeting of the Indians, which was to be held at Fort Mitchell. Conceiving it probable, therefore, that he might leave the agency before any letter could reach him, I directed it to Captain Melvin, in case of his absence. I know nothing of the second specification of the additional charge, further than is contained in the order of the 20th of January, marked C, and accompanying letters.

Question by the accused. Did I not in the early part of December, and on our way to Marian, propose to you the building of boats at the agency, and transporting thence provisions; and, if so, what was your opinion and answer on the subject?

Answer. I recollect, in travelling about the middle of December, of a conversation between Colonel Brearly and myself, on the subject of building boats and sending provisions down the Flint river. It was my opinion that it was not necessary at that time.

Question by the accused. Did I not urge you strenuously to make the trial to get provisions by water from the agency?

Answer. I believe Colonel Brearly stated the practicability of getting provisions down the river, and I think he expressed the opinion confidently that it could be effected.

Question by the accused. Did you not say to me when I volunteered to take charge of the party ordered for the purpose of building boats, that it was a duty which you would not have thought of ordering an officer of my rank to perform?

Answer. Yes; and I added that I should not have ordered you on that duty, if you had not volunteered to perform it.

Question by the accused. Did you not, on your arrival at Fort Hawkins, in the early part of December, offer me leave of absence to visit my family and the city of Washington?

Answer. In consequence of your repeated solicitation, previous to that time, I told you that you might be indulged with leave of absence; this indulgence was waived by you in consequence of your desire to participate in the campaign.

Question by the accused. Were you not apprized by the officer or officers commanding the mounted Georgia militia, previous to my leaving Hartford with a detachment of them, that they would not remain in service after the time for which they were called out should expire?

Answer. It was pretty generally understood that they were desirous to quit the service after the expiration of the two months for which they were called out, and some of the officers said that it would be difficult to detain them longer.

Question by the accused. Had you not an interview with Major Lewis on the subject of their intention to quit the service at the expiration of the two months?

Answer. I think Major Lewis did mention the subject to me, and stated the same opinion with most other officers that those men would not serve after two months.

Question by the court. What length of time had the mounted Georgia militia to serve when they were ordered from Hartford to the Creek agency to build boats?

Answer. Between two or three weeks from the date of the order.

Lieutenant KEISER, a witness for the prosecution, being duly sworn, says, Colonel Brearly asked me the state of the tools at the agency about the 14th or 15th of January. I gave him a state of the tools which I procured for the first detachment. The colonel, finding there was not a sufficient quantity of tools, ordered me to furnish more, which I did as soon as practicable. The whipsaws were furnished probably on the 21st, the felling axes a few days afterwards, and these were all the axes that could have been (in my opinion) procured short of Augusta. As respects the provisions, I was with Colonel Brearly between the 14th and 17th of January, when he called on the clerk of the contractor (the agent being absent) at Fort Hawkins for thirty thousand rations, which had been called for by General Gaines. The clerk had no knowledge of any rations except some beef which had been condemned by the Georgia militia, and perhaps some pork. The clerk did not state that the pork had been condemned.

Question by the Judge Advocate. When did you arrive at the agency?

Answer. On the 13th of January; and a detachment of thirty Georgia militia arrived the day after.

Question by the Judge Advocate. What number of tools had this detachment to work with when you left the agency?

Answer. I borrowed one whipsaw, I had five felling axes, two broad axes, two crosscut saws, and a sufficient quantity of small tools, which were furnished agreeably to a bill made out by the commander of the detachment.

Question by the Judge Advocate. Did you comply with all of Colonel Brearly's requisitions for tools, and what were the tools furnished?

Answer. I complied with all the requisitions except as to two felling axes; I do not remember the number of each variety of tools; but recollect to have forwarded to the agency, between the 13th and 31st January, about thirteen felling axes, four whipsaws, two crosscut saws, five broad axes, and a variety of small tools.

Question by the Judge Advocate. What number of rations were at the agency when you left it?

Answer. Early in December forty-six barrels of flour and three hundred and eighty odd bushels of corn were deposited at the agency; a considerable part of the flour had been issued by the Indian agent.

Question by the Judge Advocate. What quantity of provisions did you forward to the agency between the 13th and the 31st of January?

Answer. I do not recollect; perhaps between seventy and a hundred barrels of flour and corn meal.

The court adjourned to meet to-morrow at nine o'clock.

JUNE 21.

The court assembled pursuant to adjournment. Present: Lieutenant Colonel Lindsay, president; Major Nicks, Major Muhlenberg, Captain Donoho, Major Cutler, Captain Cummings, Captain Vashon, members; Surgeon Thomas Lawson, Judge Advocate.

Lieutenant Keiser's testimony continued.

Question by the Judge Advocate. Were eight additional axes sent to the agency, and at what time?

Answer. Eight axes arrived at the agency I believe about the 24th or 25th January, perhaps sooner; the saws arrived about the 23d, 26th, or 27th of January.

Question by the Judge Advocate. What number of mechanics and laborers were employed by you, and when did they go to the agency?

Answer. On the 4th February I sent about four, and, from time to time afterwards, until the 22d March, I sent between fifteen and twenty, perhaps more, at different times.

Question by the Judge Advocate. Did you not, on your arrival at the camp near Hartford about the 20th of February, report to General Gaines that you had sent to the agency about sixteen men?

Answer. I do not recollect the circumstance, but whatever I did report was correct; I then had my note-book.

Question by the Judge Advocate. What number of workmen had Colonel Brearly at the agency between the 13th of January and 4th of February?

Answer. I do not know.

Question by the accused. Did I not, from the time of my arrival at Fort Hawkins with a detachment of Georgia militia, and during my command of them at the agency, frequently make requisitions for tools and other supplies to enable me to carry into effect the orders of General Gaines, which requisitions you were unable promptly to comply with?

Answer. Yes.

Question by the accused. Did you not find it impracticable to procure such a number of workmen as was required by me to complete the boats while I was at the agency?

Answer. I found it impracticable, although I offered three dollars per day and subsistence for sawyers.

Captain MELVIN, of the 4th infantry, a witness for the prosecution, being duly sworn, says, in obedience to an order from General Gaines, I, on the 24th January at noon, reported myself to Colonel Brearly at the agency. He requested that I would walk with him to the boat-yard, and asked my opinion relative to the boat which was then building by the Georgia militia. I told him I thought she would be too heavy with bulwarks on to answer the purpose for which she was intended. The colonel then said that he intended to leave the agency for Fort Hawkins, which he did the day after. The colonel, at the same time, advised me not to interfere materially with the militia, as he thought more work would be got out of them if they were allowed to exercise their own judgment. On the 29th January one of the officers stated to me that the men had determined to quit the agency and go home. I wrote to Colonel Brearly and communicated the intention of the Georgia militia to march for home on the last of January; the militia launched the boat I think on the 29th, and, on the next day, departed for Fort Hawkins. On the 30th Colonel Brearly returned to the agency. As there were no men to carry on the building of the boats Colonel Brearly gave me permission to go to Fort Hawkins, where I remained until the 8th of February, when I received an order from the colonel to repair to the agency, at which place I arrived on the 9th. The colonel left the agency for Fort Hawkins the first or second day after and did not return until the 14th or 15th of February. The colonel being on the eve of departure for Fort Mitchell gave me the command of the agency; at the same time turning over to me some instructions received by him from General Gaines, together with a letter of instructions from himself.

Question by the Judge Advocate. Were any of the boats complete when you joined Colonel Brearly at the agency on the 24th January?

Answer. None.

Question by the Judge Advocate. What number of men were working at the agency on the boats on the 24th January?

Answer. About fifty or sixty.

Question by the Judge Advocate. What number of tools were in possession of the working party?

Answer. I cannot say what number they had on my arrival at the agency, but on their departure they turned into me four whipsaws, two crosscut saws, two or three handsaws, six or eight augers, two jack and two fore planes, four or five chisels of different sizes, four broad axes, eleven good felling axes, with some others that were damaged; also, some small gimlets and other tools.

Question by the Judge Advocate. What were the contractor's supplies at Fort Hawkins, in January and February, and was he able to furnish thirty thousand rations of provisions?

Answer. His supplies were very small, and he did not furnish rations, on my requisition, for about one hundred and ten men, for ten days, stating that he could not meet the requisition. I also received two or three requisitions from General Gaines, for thirty thousand rations each, which the contractor did not supply.

Question by the Judge Advocate. Was there a boat load of provisions at the agency when you took command?

Answer. There was.

Question by the Judge Advocate. How many men were working on the boats between the 31st January and 15th February?

Answer. Between the 1st and 4th February, one man, on the 9th, about eight, and on the 15th, eleven or twelve men, including my waiter.

Question by the Judge Advocate. Were those good workmen?

Answer. Some of them were good workmen, but they could not be made to work. They were drunken, worthless, discharged soldiers, and two negroes.

Question by the Judge Advocate. On what day did the first boat or boats descend the river with supplies?

Answer. On the 21st February, two descended; on the 22d another; on the 10th of March another landed with corn meal, salt, and salted pork; and on the 25th March two more, loaded with eight hundred, and perhaps more bushels of corn. Those were all the provisions at the agency, except a few barrels of whiskey.

Question by the accused. Did you not frequently hear me express my regret, that the general would not permit me to send the boats down without being made ball-proof?

Answer. Yes.

The court adjourned to meet to-morrow at nine o'clock.

JUNE 22.

The court met pursuant to adjournment. Present: President, Lieutenant Colonel Lindsay; members, Major Nicks, Major Muhlenberg, Captain Donoho, Major Cutler, Captain Cummings, Captain Vashon; Surgeon Thomas Lawson, Judge Advocate.

Captain Melvin's testimony continued.

Question by the accused. Had I not Indians in readiness to take the boat or boats down, if the General had permitted them to have gone without being made ball-proof?

Answer. I know of no arrangement being made by Colonel Brearly with the Indians, but Timothy Barnett reported to me that some of his people were ready to descend the river with any boats.

Question by the accused. Did you afterwards send a boat or boats by Indians?

Answer. No.

Question by the accused. Did you send the boat, which I had launched, down the river by Indians?

Answer. The boat which was launched by the Georgia militia was sent down by Indians.

Question by the accused. Was there not prepared in the woods, by the Georgia militia, a sufficiency of stuff for a second boat?

Answer. There was nothing but two gunnels partly complete, and some clap boards; for what purpose the clap boards were intended I know not. There were also, I believe, a few small stocks; but by whom all this timber was prepared I have no knowledge.

Question by the accused. From the observations you were able to make while we were together, did I appear to neglect the work?

Answer. Your stay was so short that I am unable to say.

Question by the court. What instructions were turned over to you by Colonel Brearly, when he gave you the command at the agency?

Answer. The instructions contained in the letter marked F, which has already been recorded, and in the letters marked H and I.

Lieutenant Colonel ARBUCKLE, a witness for the prosecution, being duly sworn, says, I know nothing of the 1st specification of the 1st charge, except as to the arrival of provisions at Fort Scott from down the river. None did arrive previous to the 10th of March, when I left the post.

Question by the Judge Advocate. Do you know any thing relative to the 2d specification of the 1st charge?

Answer. Nothing except the information contained in those letters from Colonel Brearly, marked J, K, L, M, which I present to the court.

The court adjourned to meet to morrow at nine o'clock.

JUNE 23.

The court met pursuant to adjournment: Present, Lieutenant Colonel Lindsay, President; Major Nicks, Major Muhlenberg, Captain Donoho, Major Cutler, Captain Cummings, Captain Vashon, members; Surgeon Thomas Lawson, Judge Advocate.

Lieutenant KEISER was again called into court.

Question by the court. Were any provisions sent to Fort Mitchell for the relief of Fort Scott?

Answer. I sent one hundred and ten or twenty live hogs about the last of February.

Question by the Judge Advocate. Did you not, between the 10th and 20th of January, receive from the Governor of Georgia, by General Gaines' order, ten thousand dollars, and on the 5th of February, from the General, twelve thousand dollars, for the purposes of the quartermaster general's department?

To which question the accused objected, on the ground of its irrelevancy.

The court being cleared, the objection was sustained.

Question by the Judge Advocate. What was the cause of the impracticability promptly to comply with the requisitions of Colonel Brearly?

Answer. I could not find persons willing to work, and could not procure, (or have made,) tools at an earlier period.

Question by the Judge Advocate. Were provisions required of you by Colonel Brearly; and if so, were they furnished?

Answer. Yes.

Question by the accused. When our duties have called us together during the present war, have I not always evinced an ardent disposition to promote the interests of the service, and particularly the views of General Gaines?

Answer. In all cases.

Captain GLASSELL, of the 4th infantry, a witness for the prosecution, being duly sworn, says, I know nothing of the 2d specification of the additional charge.

Question by the accused. Were you in the family of General Jackson at Fort Hawkins, on or about the 9th or 10th of February, and were you present when I called on the general and had a conference with him respecting my duties in the Nation?

Answer. I was in General Jackson's family and was present when Colonel Brearly called on the general, about the 10th of February, and had a conversation with him respecting his duties in the Creek nation; the colonel stating what he had been doing and what he was about to do.

Sergeant P. PHILLINGIN, of the 4th infantry, a witness for the prosecution, being duly sworn, says, I know that there were provisions at Fort Mitchell, and that they were issued to the Indians by Mr. Anthony, (issuing commissary,) and also to the Tennessee volunteers.

Question by the Judge Advocate. By whose order were those provisions issued?

Answer. I do not know.

Question by the Judge Advocate. For what troops were those provisions deposited at Fort Mitchell?

Answer. I do not know.

Question by the Judge Advocate. Did Colonel Brearly muster into service a large body of Indian warriors?

Answer. I believe he did.

Question by the accused. Do you know whether the Indians drew any but the flour part of the rations during the time that was occupied in mustering them into service?

Answer. They drew meat before they left Fort Mitchell, but I cannot say whether or not they drew meat while mustering.

Question by the accused. Do you know that the Indians drew flour only for a part of the time they were at Fort Mitchell?

Answer. I believe they did.

The testimony on the part of the prosecution being closed, General GAINES was, at the instance of the accused, called into court.

Question by the accused. Did you point out by order when and where the Indians were to be mustered into service?

Answer. I think I did not. I would now add that my letters and orders upon that subject were written under the impression that the warriors would be obtained at the agency, where they were to assemble in a few days. That impression was, I think, communicated to Colonel Brearly. Afterwards, however, I learned from the colonel that there was little prospect of getting the warriors at the agency, and that a meeting of them was to be held at Fort Mitchell about the 17th or 18th February. I learned from the colonel, also, that more Indians were likely to offer their services; whereupon, I directed the assistant adjutant general, Major Wright, to write a letter, of which a copy, marked F, and dated 29th January, is now before the court.

The accused requested General Gaines to furnish the court the communication of the 27th January, in answer to which the letter F was written. The General not being able to procure the communication, the paper marked P was, by the accused, presented to him, which he acknowledged to be a copy of the communication in question. The court received the paper P and ordered it to be placed on record.

Question by the accused. Did you intend that the Indian warriors should receive rations from the United States?

Answer. Certainly I did; but in strict conformity with my order of the 20th of January.

Question by the accused. Did you point out by any order how supplies were to be obtained by me for those Indians?

Answer. I think I mentioned verbally to Colonel Brearly, that a large supply of provisions had been ordered to Fort Scott by water, and that I had reason to believe they would arrive. I, however, communicated to the Colonel the difficulties that Major Muhlenberg had experienced in ascending the river, and urgent necessity of getting supplies by the other route.

Question by the accused. Did I not despatch a boat loaded with provisions to Fort Early, in the early part of February, which arrived at that place safe?

Answer. I saw an old boat with from nine to twelve barrels of provisions which Lieutenant Phillips said Colonel Brearly had sent down.

Question by the accused. Did you not ascertain, after my leaving the agency, that the navigation of Flint river from that place, for covered boats of the description ordered to be made, was unsafe.

Answer. I recollect of receiving no information on the subject different from that I had previously possessed, which was, that the navigation was difficult and dangerous, yet practicable.

The court adjourned to meet to-morrow at 9 o'clock.

JUNE 24.

The Court assembled pursuant to adjournment. Present, Lieutenant Colonel Lindsay, president; Major Nicks, Major Muhlenberg, Major Cutler, Captain Donoho, Captain Cummings, Captain Vashon, members; Surgeon Thomas Lawson, Judge Advocate.

Colonel Brearly having requested the court to enter on record the letter N, the authenticity of which Captain Melvin acknowledges, the request was granted. Captain Melvin, in explanation of the letter, says, "From a conversation I had with General Gaines, while at Hartford, I was led to believe, that the boats alluded to in my letter were intended to carry the ordnance and ordnance stores, then at Forts Hawkins and Early, to Fort Scott. I do not recollect to have mentioned this conversation to Colonel Brearly."

Captain CUMMINGS, a member of the court, was interrogated.

Question by the court. Did you ever descend Flint river?

Answer. Yes.

Question by the court. Is it practicable to navigate the river from the agency to the Chehaw shoals in ball-proof boats?

Answer. It is not practicable without exposing the men who navigate them; and when the river is low, there is not water sufficient to float them.

Question by the court. What are the principal obstacles to the navigation of the river?

Answer. The principal obstacles are, the short bends of the river, its narrowness, its crookedness, and the many logs and tops of trees in it.

The accused presented to the court for consideration the paper marked O. The court was then cleared.

The court deemed it unnecessary to hear further testimony on the points referred to by the accused. The evidence on the part of the accused having closed, the court was cleared.

The whole of the proceedings having been read over to the court by the Judge Advocate, the following sentence was pronounced: The court, after mature deliberation on all the testimony adduced, find the accused, Colonel David Brearly, not guilty of either of the charges or specifications preferred against him, and do therefore acquit him.

The court adjourned to meet to-morrow at 9 o'clock.

JUNE 25.

The court assembled pursuant to adjournment. Present, Lieutenant Colonel Lindsay, president; Major Nicks, Major Muhlenberg, Captain Donoho, Major Cutler, Captain Cummings, Captain Vashon, members; Surgeon Thomas Lawson, Judge Advocate.

The Judge Advocate having no further business to lay before the court, the court adjourned *sine die*.

WM. LINDSAY,
Lt. Col. corps of Artillery, President.
THOMAS LAWSON,
Surgeon 7th Infantry, Judge Advocate.

HEAD-QUARTERS, DIVISION OF THE SOUTH,

ADJUTANT GENERAL'S OFFICE, *Nashville, August* 5, 1818.

DIVISION ORDER.

At a general court-martial held at Fort Scott, in the State of Georgia, and of which Lieutenant Colonel Lindsay is president, was tried Colonel David Brearly, of the 7th regiment United States' infantry, on the following charges and specifications, viz:

Charge 1*st. Disobedience of orders and neglect of duty.*

Specification 1*st.* For that the said Colonel David Brearly, being ordered by Major General Gaines, commanding, on or about the 11th January, 1818, to repair to the Creek agency (Creek nation) to superintend the building of boats, and send therein, down the Flint river, for the use of the troops of the United States and Georgia militia, stationed near Chehaw village and at Fort Scott, the supplies of provision and corn then at the agency, with such other supplies as should be sent thither from Fort Hawkins for the troops aforesaid, did disobey the said orders, and, although furnished with near forty men, and a proper supply of tools for the prompt performance of the duties assigned to him, he nevertheless neglected those duties, whereby the United States' troops and Georgia militia aforesaid were left in the vicinity of an enemy without the necessary and proper means of subsistence, to the great injury of the service.

Specification 2*d.* For that the said Colonel David Brearly, being ordered by Major General Gaines, commanding at Hartford, in the State of Georgia, in the month of January, 1818, to superintend the construction of boats at the Creek agency; to forward supplies to the troops below; to require of the acting assistant deputy quartermaster general, Lieutenant Keiser, such tools and supplies as would enable him, the colonel, to carry into effect the order given him, with the least possible delay; to order from Fort Hawkins to the agency thirty thousand rations of provisions, and to forward the same, together with the supplies then at the agency, down the Flint river, to the United States' troops and Georgia militia, near Chehaw village, and at Fort Scott, as soon as the boats should be completed, and, being repeatedly urged and ordered, in the month of January, 1818, to cause the said boats to be completed, and the supplies forwarded to the troops below without delay; all which orders were disobeyed, and the duties they prescribed neglected by him, the said Colonel Brearly, who, without proper authority, abandoned the position and duties assigned him at the Creek agency, or detached an officer of his command for the purpose. All which disobedience of orders and neglect of duty, being contrary to the rules and articles for the government of the army, and having had a direct tendency to jeopardize the safety of the army, and retard and defeat its operations against the enemy, to the great injury of the service.

E. P. GAINES,
Major General by brevet.

ADDITIONAL CHARGE.—*Unmilitary conduct.*

Specification 1*st.* In this, that the said Colonel David Brearly did advise changing the route of the Tennessee volunteers, under the command of Colonel A. P. Hayne, in the month of March last, and contrary to the instructions of the major general given to Colonel Hayne; when, too, the said colonel did know the wishes and anxiety of the commanding general that those troops should join him at Fort Scott, by the route pointed out, and when the said Colonel Brearly had, on the 11th February, 1818, given information that a plentiful supply of corn could be obtained at Fort Gaines, and probably other supplies, which were communicated to Colonel Hayne, as per accompanying extract of a letter under that date.

Specification 2*d.* In that the said Colonel David Brearly did, in the month of February or March, 1818, muster into the service of the United States a large body of Indian warriors, at or near Fort Mitchell, thereby consuming a large quantity of the supplies laid in and destined for the relief of Fort Scott, and to furnish the Tennessee volunteers; all of which acts contained in both specifications tended manifestly to the injury of the service.

By order: ROBERT BUTLER, *Adjutant General.*

To the first charge and its specifications the accused pleaded not guilty. To the first specification of the additional charge the accused objected to plead, on the ground "that it contained no military offence if proven, as it consists of a matter of opinion or advice, which an officer is at all times at liberty to give, when solicited." The court being cleared, the objection was sustained.

To the second specification of the additional charge the accused pleaded not guilty.

The court, after mature deliberation on all the testimony adduced, find the accused, Colonel David Brearly, not guilty of either of the charges or specifications, and do therefore acquit him.

The commanding general approves the finding of the court on the first charge and its specification, and disapproves the act of the court in sustaining the objection of Colonel Brearly to the first specification of the additional charge, inasmuch, as the defendant was notified, at Fort Hawkins, by the general, of the orders sent to Colonel Hayne that, on meeting the colonel, he might express his (the general's) anxiety of being joined at Fort Scott by the Tennessee troops. Yet, under these circumstances, it is not deemed unmilitary to advise a movement of those troops contrary to orders and expressed wishes, and that, too, when the defendant knew that this force, combined with the regulars, was relied on for the preservation of the provisions ordered from New Orleans, and the ultimate prosecution of the campaign.

The defendant's plea in bar, was, in law, an acknowledgment of the truth of the charge, and should have been so considered by the court; and it is a matter of surprise how the court could have sustained the objection.

On the 2d specification, the court, from the documents produced, have properly found him not guilty, as it appears from General Gaines's letter, bearing date 29th January, that he was ordered to accept all the Indians that might be disposed to join him.

Colonel Brearly will resume his *sword* and report to General Gaines for orders.

The court is dissolved.

By order: ROBERT BUTLER, *Adjutant General.*

SIR: DEPARTMENT OF WAR, *January* 11, 1820.

In reply to your letter of the 8th instant, I transmit, herewith, "a statement of the expenditures to defray the expenses of a brigade of militia and mounted volunteers," made to me by the Second Auditor of the Treasury.

I have the honor to be, your most obedient servant,

J. C. CALHOUN.

Hon. H. R. STORRS, *Chairman of the committee, &c. &c. House of Representatives.*

TREASURY DEPARTMENT, SECOND AUDITOR'S OFFICE, *January* 1, 1820.

SIR:

I have the honor to transmit you such a statement of the expenditures to defray the expenses of a brigade of militia and mounted volunteers, as can at present be had from the books of this office; a more perfect one cannot be furnished for the want of the returns of several paymasters.

I have the honor to be, very respectfully, your obedient servant,

WM. LEE.

Hon. J. C. CALHOUN, *Secretary of War.*

Statement of expenditures to defray the expenses of a brigade of militia and mounted volunteers.

Amount appropriated per act of 19th Feb. 1818, on account of a brigade of militia,	$306,743 00	
Amount appropriated per act of 20th April, 1818, on account of a brigade of militia,	50,000 00	
Amount appropriated per act of 20th April, 1818, on account of mounted volunteers,	90,000 00	
		$446,743 00
For amount expended by the following officers:		
By Robert Brent, (paymaster general,) from 1st July, 1815, to 31st December, 1818,	675 41	
Henry Hitchcock, (secretary to Alabama Territory,) paid to the Alabama militia in 1819,	4,926 58	
James Alston, (paymaster to Georgia militia,) paid them in 1818,	53,310 42	
Abner Wimberley, (paymaster to Georgia militia,) paid them between 26th November, 1817, and 12th February, 1818,	21,555 20	
John B. Hogan, (paymaster 4th infantry,) paid Tennessee mounted volunteers in 1818,	27,855 45	
Daniel Hughes, (United States' factor,) paid on account of militia in 1818,	30 63	
		$108,353 69
For amount expended by the following officers, per settlements filed in the Second Auditor's office:		
By warrant 1,294, in favor of Hon. John Crowell, for amount due Thomas Everton, late private of Alabama militia, for services in 1818,	18 66	
T. F. Hunt, (lieutenant, and acting quartermaster,) paid for transportation of baggage of lieutenant Dallam, of Kentucky volunteers,	54 24	
Thomas R. Broom, (paymaster 4th infantry,) for amount paid officers of Georgia militia,	810 42	
C. Keiser, (lieutenant of ordnance,) paid Georgia militia in 1817 and 1818,	1,359 63	
J. Spencer, (assistant deputy quartermaster general,) paid militia in 1818,	106 56	
L. Slaughter, (lieutenant 4th infantry,) paid militia in 1819,	90 00	
M. Crupper, (lieutenant 7th infantry,) paid militia in 1818 and 1819,	745 76	
Trueman Cross, (assistant deputy quartermaster general,) paid militia in 1819,	70 00	
A. M. Houston, (lieutenant, and acting quartermaster,) paid militia in 1818 and 1819,	76 00	
		3,331 27
By amount transferred by the Third Auditor, as per statement herewith,		117,889 80
For amount of balances due by the following officers:		
By Robert Brent, paymaster general,	25,724 59	
John B. Hogan, paymaster 4th infantry,	182,511 55	
Carey Nicholas, battalion paymaster,	12,510 32	
Abner Wimberley, paymaster Georgia militia,	1,144 80	
Henry Hitchcock, secretary Alabama Territory,	23 09	
		221,914 35
Amount expended on account of this appropriation,		451,489 11
Deduct amount appropriated,		446,743 00
Amount overdrawn, per this statement,		$4,746 11

RECAPITULATION.

Amount expended by sundry officers,	$111,684 96	
Amount transferred by the Third Auditor, per statement herewith,	117,889 80	
Amount of balances due by sundry officers on account of this appropriation, yet to be accounted for,	221,914 35	
		$451,489 11
Deduct amount appropriated,		446,743 00
Amount overdrawn.		$4,746 11

TREASURY DEPARTMENT, SECOND AUDITOR'S OFFICE, *December* 30, 1819.

WILLIAM LEE.

Statement of the expenditure and application of $117,889 80 *out of the appropriation for the expenses of a brigade of militia.*

Major Milo Mason, deputy quartermaster general in the regular service of the United States:

For amount expended by him in the first and second quarters of the year 1818, for forage, transportation, provisions and other supplies, for the militia of Georgia and Tennessee, - -	$27,535 59
Captain Christopher Keiser, acting assistant deputy quartermaster general:	
Amount expended by him for the purchase of pack-horses, forage, transportation, provisions, and other supplies for the militia of Georgia and Tennessee, - - -	38,374 81
Sundry officers, for expenditures made by them for supplies of forage, provisions, and other expenses, incident to the brigade of militia, appertaining to the quartermaster department, - -	17,570 21
The following sums have been advanced to officers whose accounts have not been rendered:	
To Captain Richard I. Easter, assistant deputy quartermaster general, by Major Milo Mason, -	25,000 00
To Major Robert Jetter, of Tennessee militia, - - - - -	750 00
To Franklin C. Heard, brigade inspector, - - - - -	6,000 00
To Lieutenant Thomas Passons, - - - - -	40 00
To Morgan A. Heard, (accounts rendered wanting explanations,) - - -	2,619 19
	$117,889 80

TREASURY DEPARTMENT, THIRD AUDITOR'S OFFICE, *December* 30, 1819.

PETER HAGNER, *Auditor.*

SIR: DEPARTMENT OF WAR, *February* 17, 1820.

I have the honor to transmit to you herewith an abstract of certain Georgia and Alabama militia, prepared by the paymaster general, in reply to your letter to him of the 14th instant.

I have the honor to be, your obedient servant,

JOHN C. CALHOUN.

Hon. H. R. STORRS, *House of Representatives.*

Abstract of certain Georgia and Alabama militia.

COMPANIES, &c.	Captains.	1st Lieutenants.	2d Lieutenants.	Ensigns.	Cornets.	Surgeons.	Sergeants.	Corporals.	Musicians.	Farriers.	Smiths.	Saddlers.	Privates.	Aggregate.
GEORGIA MILITIA.														
Captain Avery's company, - - - -	1	1	1	–	–	–	4	4	1	–	–	–	58	70
Captain Session's troop, - - - -	1	1	1	–	1	–	4	4	1	1	1	1	75	91
Captain Robinson's company, - - -	1	1	1	–	–	–	4	4	1	–	–	–	60	72
Captain Mapp's company, - - -	1	1	1	–	–	–	4	4	2	–	–	–	53	66
Captain Huddleston's company, - - -	1	1	1	–	–	–	4	4	–	–	–	–	65	76
Captain Chesley's company, - - -	1	1	1	–	–	–	4	4	–	–	–	–	64	75
Captain Donnelly's company, - - -	1	1	1	–	–	–	4	4	–	–	–	–	63	74
Captain Hodge's company, - - -	1	1	1	–	–	–	4	4	–	–	–	–	65	76
Captain Hodnett's company, - - -	1	1	1	–	–	–	4	4	–	–	–	–	67	78
Captain Currey's company, - - -	1	1	1	–	–	–	4	4	–	–	–	–	62	73
Captain Morris's company, - -	1	1	1	–	–	–	4	4	–	–	–	–	48	59
Captain Glenn's troop, - - - -	1	1	1	–	1	–	5	6	2	1	1	1	65	85
	12	12	12	–	2	–	49	50	7	2	2	2	745	895
ALABAMA MILITIA.														
Captain Steel's company, - - - -	1	1	–	–	–	1	3	3	1	–	–	–	31	41
Captain Ware's company, - - - -	1	1	–	–	–	2	–	–	–	–	–	–	38	42
Lieutenant Rogers's detachment, - - -	–	1	–	1	–	2	2	–	–	–	–	–	18	24
	2	3	–	1	–	5	5	3	1	–	–	–	87	107

PAYMASTER GENERAL'S OFFICE, CITY OF WASHINGTON, *February* 16, 1820.

NATHAN TOWSON, *Paymaster General.*

To the Hon. J. C. CALHOUN, *Secretary of War.*

SIR: TREASURY DEPARTMENT, SECOND AUDITOR'S OFFICE, *January* 14, 1820.

In conformity to the request contained in your letter of yesterday, I have the honor to transmit to you a copy of the pay-roll of the general, field, and staff officers of General McIntosh's brigade of Creek warriors, amounting to the sum of three thousand five hundred and forty-eight dollars and forty-eight and a half cents.

The amount of the abstract of payments made by D. B. Mitchell to the brigade of Creek warriors, viz: thirty thousand one hundred and twenty-seven dollars and forty-nine and a half cents, was taken from the appropriation for the pay of the army for the same year. A question having arisen, out of what fund these troops were to be paid, and it having been found, on examination, that our Indian auxiliaries were frequently paid during the last war out of the appropriation for the "pay of the army," the Secretary of War concluded to carry the above expenditure to that appropriation.

The particulars of the payment made by John B. Hogan to the Tennessee mounted volunteer gun-men for their pay, subsistence, and allowance for the use and risk of their horses, arms, and accoutrements, will be found enclosed herewith.

I have the honor to be, most respectfully, your obedient servant,

WILLIAM LEE.

Honorable H. R. STORRS, *House of Representatives.*

Pay-roll of the general, field, and staff officers of General William McIntosh's brigade of Creek warriors, lately in the service of the United States.

Names.	Rank.	Commencement of service.	Expiration of service.	Term of service. Mos. Dys.	Pay per month.	Rations per month.	Forage per month.	Servants per month.	Aggregate amount of pay.
Wm. McIntosh,	Brigadier Gen.	Feb. 24, 1818,	May 9, 1818,	2 15	$104 00	72	$40 00	$42 27	$645 72
George Lovett,	Colonel,	April 12, "	May 5, "	- 23	75 00	36	32 00	28 18	131 22
Noble Kennard,	Colonel,	April 12, "	May 5, "	- 23	75 00	36	32 00	28 18	131 22
Samuel Hawkins,	Lieut. Colonel,	April 12, "	May 9, "	- 27	60 00	30	24 00	28 18	126 89
Blue,	Lieut. Colonel,	April 12, "	May 6, "	- 24	60 00	30	24 00	28 18	114 26
George Lovett,	Major,	Feb. 24, "	April 11, "	1 18	50 00	24	24 00	28 18	201 90
Noble Kennard,	Major,	Feb. 24, "	April 11, "	1 18	50 00	24	24 00	28 18	201 90
Mattey,	Major,	April 12, "	May 7, "	- 25	50 00	24	24 00	28 18	105 13
John Barnard,	Major,	April 12, "	May 7, "	- 25	50 00	24	24 00	28 18	105 13
Samuel Hawkins,	Major,	Feb. 24, "	April 11, "	1 17	50 00	24	24 00	28 18	197 69
Blue,	Major,	Feb. 24, "	April 11, "	1 17	50 00	24	24 00	28 18	197 69
Mattey,	Captain,	Feb. 24, "	April 11, "	1 17	40 00	18	24 00	14 09	112 93
John Barnard,	Captain,	Feb. 24, "	April 11, "	1 17	40 00	18	24 00	14 09	112 93
Wm. S. Mitchell,	Ass't Adj. Gen.	Feb. 18, "	May 7, "	2 19	60 00	24	24 00	28 18	358 61
Kendal Lewis,	Ass't Com'ary,	Feb. 24, "	May 5, "	2 11	$1,300	per ann.	-	-	256 38
John Winslett,	Ass't Com'ary,	Feb. 24, "	May 5, "	2 11	1,300	per ann.	-	-	256 38
John Porter,	Ass't Com'ary,	Feb. 24, "	May 5, "	2 11	1,300	per ann.	-	-	256 38
Nimrod Doyle,	Ass't Com'ary,	Feb. 24, "	March 6, "	- 10	1,300	per ann.	-	-	36 12½
									$3,548 48½

TREASURY DEPARTMENT, SECOND AUDITOR'S OFFICE, *January* 14, 1820.

WILLIAM LEE.

Muster-roll of the general, field, and staff officers of General W. McIntosh's brigade of Indian warriors, called into service by order of Major General Gaines.

No.	Names.	Rank.	Commencement of service.	Expiration of service.	Remarks.
1	W. McIntosh,	Brig. general,	Feb. 24, 1818,	May 9, 1818,	Has drawn no subsistence from the United States.
	George Lovett,	Colonel, -	Feb. 24, 1818,	May 5, 1818,	Promoted from major, on the 12th April, 1818, by order of Major General Jackson.
	Noble Kennard,	Colonel, -	Feb. 24, 1818,	May 5, 1818,	Promoted from major, on the 12th April, 1818, by order of Major General Jackson.
	Sam'l Hawkins,	Lieut. colonel,	Feb. 24, 1818,	May 9, 1818,	Promoted from major, on the 12th April, 1818, by order of Major General Jackson.
	Blue, -	Lieut. colonel,	Feb. 24, 1818,	May 6, 1818,	Promoted from major, on the 12th April, 1818, by order of Major General Jackson.
	Mattey, -	Major, -	Feb. 24, 1818,	May 7, 1818,	Promoted from captain, on the 12th April, 1818, by order of Major General Jackson.
	W. S. Mitchell,	Adjutant, -	Feb. 18, 1818,	May 7, 1818,	Ordered, by the agent of Indian affairs, to act as assistant adjutant general.
	John Barnard,	Major, -	Feb. 17, 1818,	May 7, 1818,	Promoted from captain, on the 12th April, 1818, by order of Major General Jackson.
	Kendall Lewis,	- -	Feb. 24, 1818,	May 5, 1818,	Appointed commissary of purchases, by Col. Brearly.
	John Winslet,	- -	Feb. 24, 1818,	May 5, 1818,	Appointed commissary of purchases, by Col. Brearly.
	John Porter, -	- -	Feb. 24, 1818,	May 5, 1818,	Appointed commissary of purchases, by Col. Brearly.
	Nimrod Doyle,	- -	Feb. 24, 1818,	March 6, 1818,	Appointed commissary of purchases, by Col. Brearly.

Mustered at Fort Scott, this 29th day of April, 1818, for discharge, by order of Major General Jackson. From this date to the expiration of service, allowed to travel home.

E. CUTLER, *Major United States' Army.*

N. B.—Reference to roll, mustering Colonel Kennard into service per commencement of his service as major.

WILLIAM LEE, *Second Auditor.*

Muster-roll of Captain Henry Norwood's company, in the 1st regiment of volunteer mounted gun-men, of West Tennessee, commanded by Colonel R. H. Dyer, from the 31st January, when mustered into service, to the 30th day of June, 1818, when discharged.

No.	Names.	Rank.	Date of enlistment.	Period of enlistment.	Names present.	Remarks.
1	Henry Norwood,	Captain,	1st Feb. 1818.	June 30, 1818,	Henry Norwood.	
2	Joseph Farris,	1st lieutenant,	ditto,	ditto,	Joseph Farris.	
3	William Litle,	2d lieutenant,	ditto,	ditto,	William Litle.	
4	Hance Davidson,	Cornet,	ditto,	ditto,	Hance Davidson.	
1	Peter Shelton,	1st sergeant,	ditto,	ditto,	Peter Shelton.	
2	James Armstrong,	2d sergeant,	ditto,	ditto,	James Armstrong.	
3	Patrick Calaway,	3d sergeant,	ditto,	ditto,	Patrick Calaway.	
4	William McDavid,	4th sergeant,	ditto,	ditto,	William McDavid.	
5	John Martin,	1st corporal,	ditto,	ditto,	John Martin.	
6	Minor W. Reeves,	2d corporal,	ditto,	ditto,	- -	Died May 23, 1818, at Fort Scott.
7	John Carroll,	3d corporal,	ditto,	ditto,	John Carroll.	
8	W. W. Mallory,	4th corporal,	ditto,	ditto,	- -	On furlough.
1	Thomas Hill,	Musician,	ditto,	ditto,	Thomas Hill.	
1	John O. Barton,	Private,	ditto,	ditto,	John O. Barton.	
2	John H. Brooks,	ditto,	ditto,	ditto,	John H. Brooks.	
3	James Pitts,	ditto,	ditto,	ditto,	James Pitts.	
4	John Bowan,	ditto,	ditto,	ditto,	John Bowan.	
5	William Farris,	ditto,	ditto,	ditto,	William Farris.	
6	N. W. McCurdy,	ditto,	ditto,	ditto,	N. W. McCurdy.	
7	William C. Rose,	ditto,	ditto,	ditto,	William Rose.	
8	John Glenn,	ditto,	ditto,	ditto,	- -	Died April 26, 1818, at St. Marks.
9	Joseph Crofford,	ditto,	ditto,	ditto,	Joseph Crofford.	
10	John Norwood,	ditto,	ditto,	ditto,	- -	On furlough.
11	Thomas Fondlin,	ditto,	ditto,	ditto,	Thomas Fondlin.	
12	Benjamin Looney,	ditto,	ditto,	ditto,	- -	On furlough.
13	Harden Williams,	ditto,	ditto,	ditto,	- -	On furlough.
14	Philip Williams,	ditto,	ditto,	ditto,	Philip Williams.	
15	James Burton,	ditto,	ditto,	ditto,	James Burton.	
16	James Farris,	ditto,	ditto,	ditto,	James Farris.	
17	Samuel Parks,	ditto,	ditto,	ditto,	Samuel Parks.	
18	William Childress,	ditto,	ditto,	ditto,	William Childress,	On furlough. Sick.
19	G. W. Sandridge,	ditto,	ditto,	ditto,	G. W. Sandridge.	
20	William Stinart,	ditto,	ditto,	ditto,	- -	On furlough.
21	Hawkins Bledsoe,	ditto,	ditto,	ditto,	Hawkins Bledsoe.	
22	Mark Holder,	ditto,	ditto,	ditto,	Mark Holder.	
23	James Thornton,	ditto,	ditto,	ditto,	James Thornton.	
24	William Blake,	ditto,	ditto,	ditto,	- -	Died on the 15th June, 1818.
25	Richard Miller,	ditto,	ditto,	ditto,	Richard Miller.	
26	James Dixon,	ditto,	ditto,	ditto,	James Dixon.	
27	Elijah Lynch,	ditto,	ditto,	ditto,	Elijah Lynch.	
28	Charles Colston,	ditto,	ditto,	ditto,	Charles Colston.	
29	Joel Stone,	ditto,	ditto,	ditto,	Joel Stone.	
30	Thomas Stone,	ditto,	ditto,	ditto,	Thomas Stone.	
31	Adam Swope,	ditto,	ditto,	ditto,	Adam Swope.	
32	Alex. Donaldson,	ditto,	ditto,	ditto,	Alex. Donaldson.	
33	Charles Vaughan,	ditto,	ditto,	ditto,	Charles Vaughan.	
34	Larkin Rice,	ditto,	ditto,	ditto,	Larkin Rice.	
35	Nathan Vick,	ditto,	ditto,	ditto,	Nathan Vick.	
36	John C. Hardy,	ditto,	ditto,	ditto,	John C. Hardy.	
37	William B Hardy,	ditto,	ditto,	ditto,	W. B. Hardy.	
38	James S. Mickle,	ditto,	ditto,	ditto,	James S. Mickle.	
39	Josiah S. Ellis,	ditto,	ditto,	ditto,	- -	On furlough.
40	Charles Quillen,	ditto,	ditto,	ditto,	- -	On furlough.
41	William Causby,	ditto,	ditto,	ditto,	- -	On furlough.

RECAPITULATION.

Rank.	Present.					Absent.							Total present and absent.	Total present and absent last muster.	Alterations since last muster.					
	For duty.	Sick.	In arrest or confinement.	On extra duty.	Total present.	Recruiting.	On command.	On furlough.	Sick.	Prisoners.	Missing.	Total absent.			Joined.	Transferred.	Discharged.	Deserted.	Missing.	Dead.
Captain, -	1	-	-	-	-	-	-	-	-	-	-	-	1							
1st lieutenant, -	1	-	-	-	-	-	-	-	-	-	-	-	1							
2d lieutenant, -	1	-	-	-	-	-	-	-	-	-	-	-	1							
3d lieutenant.																				
Cornet, -	1	-	-	-	-	-	-	-	-	-	-	-	1							
Sergeants, -	4	-	-	-	-	-	-	-	-	-	-	-	4							
Corporals, -	2	-	-	-	-	-	-	-	-	-	-	-	2	-	-	-	-	-	-	1
Musician, -	1	-	-	-	-	-	-	-	-	-	-	-	1							
Privates, -	31	-	-	-	-	-	-	9	-	-	-	9	31	-	-	-	-	-	-	2
Total, -	42	-	-	-	-	-	-	9	-	-	-	9	51	-	-	-	-	-	-	3

JUNE 30, 1818.

I certify that this muster-roll exhibits the true state of Captain Henry Norwood's company of the volunteer mounted gun-men, of West Tennessee, from 31st January, when mustered into service, to the 30th day of June, 1818, when discharged; and that the remarks set opposite the names of the men are accurate and just.

Given at Columbia, in the State of Tennessee, this 30th day of June, 1818.

HENRY NORWOOD, *Commanding the Company.*

Mustered this 30th day of June, 1818.

A. P. HAYNE, *Insp. Gen. U. S. Army.*

I certify on honor that the distance from Columbia to Franklin county, Tennessee, the place of our respective residence, is eighty miles.

HENRY NORWOOD, *Captain.*

I certify that the above certificate is correct.

A. P. HAYNE, *Insp. Gen.*
WILLIAM LEE, *Auditor.*

SIR: TREASURY DEPARTMENT, SECOND AUDITOR'S OFFICE, *February* 5, 1820.

I have been favored by your letter of the 3d instant.

The accounts of paymaster John B. Hogan have not yet been received at this office. Four pay and receipt rolls, the amount of which, viz: twenty-seven thousand eight hundred and fifty-five dollars and forty-five cents, have been laid before you, are the only vouchers he has transmitted, and they have not been acted on, nor any part of them passed off to his credit. We learn *viva voce* that Mr. Hogan has very properly objected to the claim of the Tennessee mounted volunteers for an allowance of clothing, in consequence of which he has experienced some difficulties, which have retarded his arrival at the seat of Government with his accounts and vouchers. There being no law authorizing such a disbursement, he cannot, even should he have been overruled and forced to make such an allowance, receive a credit therefor.

On the back of the abstract of the pay-roll of the general, field, and staff officers of W. McIntosh's brigade of Creek warriors will be found a voucher signed by each of the officers, wherein they acknowledge to have received of Governor Mitchell, agent for Indian affairs, in money, the sums opposite their respective names, in full for their pay, subsistence, &c., agreeably to the pay-roll, which is drawn up on the muster-roll, certified to by order of General Jackson. This I did not consider at the time as a regular voucher. But as Governor Mitchell is an Indian agent, and not a paymaster, of course unacquainted with the rules, regulations, and forms for the payment of the army of the United States; and as it was next to impossible, at the time the accounts were presented, to procure of these Indian officers the usual evidence of their having employed the horses and servants specified on the roll, viz: their declaration, on honor, as in similar cases is exacted from officers of the line, (as per blank enclosed,) I consider it but just that Governor Mitchell should receive a credit for the moneys he had actually disbursed in good faith, and, as he supposed, in proper form, dispensing thereby with the usual certificate, "upon the word and honor of a gentleman that the account was accurate and just;" the Governor having taken the muster-roll, officially signed, as his guide, and the vouchers proving satisfactorily that he *bona fide* paid the several sums charged.

The amount with which the late Robert Brent, late paymaster general, stood charged on account of appropriation for a brigade of militia, has been closed by a transfer of the same to Colonel Towson, paymaster general.

As far as we have progressed in the settlement of the late paymaster general's accounts, there appears to be a balance against him in this office of eighty thousand dollars, to which must be added a transfer made within these few days from the Third Auditor's office of forty thousand dollars, on account of half pay pensions, making together the sum of one hundred and twenty thousand dollars. The executors of his estate have been called upon to refund this sum, and they have assured us the estate has ample means of discharging the same, taking into view a number of balances due the estate from several banks for moneys deposited therein by the deceased. Every proper measure will be resorted to to bring this important account to a close.

I have the honor to be, very respectfully, your obedient servant,

WILLIAM LEE.

Honorable H. R. STORRS, *&c.*

We, the subscribers, do hereby acknowledge to have received of John B. Hogan, Paymaster 7th regiment of infantry, the sums annexed to our names respectively, being in full of our pay, horse hire, and clothing, for the period herein expressed.

No.	NAMES.	RANK.	Commencement and expiration of pay.		Times paid for.		Pay per month.	Amount of pay.	Horse hire.				Amount of horse hire.	Clothing per mo.	Am'nt of clothing.	Amount received.	SIGNERS' NAMES.	WITNESS.
			From	To	Months.	Days.	Dolls.	Dolls. Cts.	Commencement.	Expiration.	No. of days.	Pay pr day.	Dolls. Cts.	Dols. Cts.	Dolls. Cts.	Dolls. Cts.		
1	Peter Shelton, -	Sergeant,	Feb. 1, 1818,	July 4, 1818,	5	4	11	56 41	Feb. 1, 1818,	July 4, 1818,	154	40 cts.	61 60	3 25	16 25	134 26	Peter Shelton, -	H. Norwood, Captain.
2	James Armstrong, -	do	do	do	5	4	11	56 41	do	do	154	40	61 60	3 25	16 25	134 26	J. Armstrong, -	
3	Patrick Callaway, -	do	do	do	5	4	11	56 41	do	do	154	40	61 60	3 25	16 25	134 26	P. Callaway, -	
4	William McDavid, -	do	do	do	5	4	11	56 41	do	do	154	40	61 60	3 25	16 25	134 26	Wm. McDavid, -	
5	John Martin, -	Corporal,	do	do	5	4	10	51 28	do	do	154	40	61 60	3 10	15 50	128 38	John Martin, -	
6	Minor W. Reeves, -	do	do	do														
7	John Carroll, -	do	do	do	5	4	10	51 28	do	do	154	40	61 60	3 10	15 50	128 38	J. Carroll, -	
8	Wm. W. Mallory, -	do	do	do	5	4	10	51 28	do	do	154	40	61 60	3 10	15 50	128 38	Wm. W. Mallory,	
1	Thomas Hill, -	Musician,	do	do	5	4	9	46 04	do	do	154	40	61 60	3 22½	16 12½	123 76	Thomas Hill, -	
1	John O. Burton, -	Private,	do	do	5	4	8	41 03	do	do	154	40	61 60	3 10	15 50	118 13	John O. Burton,	
2	John H. Brooks, -	do	do	do	5	4	8	41 03	do	do	154	40	61 60	3 10	15 50	118 13	John H. Brooks,	
3	James Pitts, -	do	do	do	5	4	8	41 03	do	do	154	40	61 60	3 10	15 50	118 13	James Pitts, -	
4	John Bowan, -	do	do	do	5	4	8	41 03	do	do	154	40	61 60	3 10	15 50	118 13	John Bowan, -	
5	William Farris, -	do	do	do	5	4	8	41 03	do	do	154	40	61 60	3 10	15 50	118 13	Wm. Farris, -	
6	N. W. McCurdy, -	do	do	do	5	4	8	41 03	do	do	154	40	61 60	3 10	15 50	118 13	N. W. McCurdy,	
7	William C. Rose, -	do	do	do	5	4	8	41 03	do	do	154	40	61 60	3 10	15 50	118 13	Wm C. Rose, -	
8	John Glenn, -	do	do	do														
9	Joseph Crofford, -	do	do	do	5	4	8	41 03	do	do	154	40	61 60	3 10	15 50	118 13	Joseph Crofford,	
10	John Norwood, -	do	do	do	5	4	8	41 03	do	do	154	40	61 60	3 10	15 50	118 13	John Norwood, -	
11	Thomas Fondlin, -	do	do	do	5	4	8	41 03	do	do	154	40	61 60	3 10	15 50	118 14	Thos. Fondlin, -	
12	Benjamin Looney, -	do	do	do														
13	Harden Williams, -	do	do	do	5	4	8	41 03	do	do	154	40	61 60	3 10	15 50	118 13	H. Williams, -	
14	Philip Williams, -	do	do	do	5	4	8	41 03	do	do	154	40	61 60	3 10	15 50	118 13	P. Williams, -	
15	James Burton, -	do	do	do	5	4	8	41 03	do	do	154	40	61 60	3 10	15 50	118 13	James Burton, -	
16	James Farris, -	do	do	do	5	4	8	41 03	do	do	154	40	61 60	3 10	15 50	118 13	James Farris, -	
17	Samuel Parks, -	do	do	do	5	4	8	41 03	do	do	154	40	61 60	3 10	15 50	118 13	Samuel Parks, -	
18	William Childress, -	do	do	do														
19	G. W. Sandridge, -	do	do	do	5	4	8	41 03	do	do	154	40	61 60	3 10	15 50	118 13	G. W. Sandridge,	
20	William Steuart, -	do	do	do														
21	Hawkins Bledsoe, -	do	do	do	5	4	8	41 03	do	do	154	40	61 60	3 10	15 50	118 13	H. Bledsoe, -	
22	Mark Halder, -	do	do	do	5	4	8	41 03	do	do	154	40	61 60	3 10	15 50	118 13	Mark Halder, -	
23	James Thornton, -	do	do	do	5	4	8	41 03	do	do	154	40	61 60	3 10	15 50	118 13	Jas. Thornton, -	
24	William Blake, -	do	do	do														
25	Richard Miller, -	do	do	do	5	4	8	41 03	do	do	154	40	61 60	3 10	15 50	118 13	Richard Miller, -	
26	James Dickson, -	do	do	do	5	4	8	41 03	do	do	154	40	61 60	3 10	15 50	118 13	James Dickson, -	
27	Elijah Lynch, -	do	do	do	5	4	8	41 03	do	do	154	40	61 60	3 10	15 50	118 13	Elijah Lynch, -	
28	Charles Colster, -	do	do	do	5	4	8	41 03	do	do	154	40	61 60	3 10	15 50	118 13	Charles Colster,	
29	Joel Stone, -	do	do	do	5	4	8	41 03	do	do	154	40	61 60	3 10	15 50	118 13	Joel Stone, -	
30	Thomas Stone, -	do	do	do	5	4	8	41 03	do	do	154	40	61 60	3 10	15 50	118 13	Thomas Stone, -	
31	Adam Swope, -	do	do	do	5	4	8	41 03	do	do	154	40	61 60	3 10	15 50	118 13	Adam Swope, -	
32	Alex. Donaldson, -	do	do	do	5	4	8	41 03	do	do	154	40	61 60	3 10	15 50	118 13	A. Donaldson, -	
33	Charles Vaughan, -	do	do	do	5	4	8	41 03	do	do	154	40	61 60	3 10	15 50	118 13	Charles Vaughan,	
34	Larkin Rice, -	do	do	do	5	4	8	41 03	do	do	154	40	61 60	3 10	15 50	118 13	Larkin Rice, -	

PAY-ROLL—Continued.

No.	NAMES.	RANK.	Commencement and expiration of pay.		Time paid for.		Pay per month.	Amount of pay.	Horse hire.				Amount of horse hire.	Clothing per mo.	Am'nt of clothing.	Amount received.	SIGNERS' NAMES.	WITNESS.
			From	To	Months.	Days.	Dolls.	Dolls. Cts.	Commencement.	Expiration.	No. of days.	Pay pr day.	Dolls. Cts.	Dols. Cts.	Dolls. Cts.	Dolls. Cts.		
35	Nathaniel Vick, -	Private,	Feb. 1, 1818,	July 4, 1818,	5	4	8	41 03	Feb. 1, 1818,	July 4, 1818,	154	40 cts.	61 60	3 10	15 50	118 13	Nathaniel Vick, -	H. Norwood, Capt.
36	John C. Hardy, -	do	do	do	5	4	8	41 03	do	do	154	40	61 60	3 10	15 50	118 13	John C. Hardy, -	
37	William B. Hardy, -	do	do	do	5	4	8	41 03	do	do	154	40	61 60	3 10	15 50	118 13	Wm. B. Hardy, -	
38	James S. Mickle, -	do	do	do	5	4	8	41 03	do	do	154	40	61 60	3 10	15 50	118 13	James S. Mickle,	
39	Josiah S. Ellis, -	do	Jan. 31, 1818,	do	5	4	8	41 03	do	do	154	40	61 60	3 10	15 50	118 13	Josiah S. Ellis, -	
40	Charles Quillen, -	do	do	do	5	4	8	41 03	do	do	154	40	61 60	3 10	15 50	118 13	Charles Quillen,	
41	William Causby, -	do	do	do	5	4	8	41 03	do	do	154	40	61 60	3 10	15 50	118 13	Wm. Causby, -	
								1,902 60					2,710 40		685 62	5,298 62		

WILLIAM LEE, *Auditor.*

SIR: DEPARTMENT OF WAR, *February* 19, 1820.

In reply to your letter of the 12th instant, I have the honor to transmit herewith statements prepared by the Paymaster General and the Second Auditor of the Treasury, which, with General Jackson's letter of the 2d of June, 1818, communicated to Congress by the President of the United States in his message of the 2d of December, 1818, contains all the information in this Department relative to Captains Boyle and McGist's companies of rangers.

Conformably to your request of the 18th instant, I also transmit copies of General Gaines's letter of the 17th of October, 1819, and of Colonel Hayne's of the 9th of February, 1818.

I have the honor to be your obedient servant,

J. C. CALHOUN.

The Hon. HENRY R. STORRS, *Chairman, &c. H. R.*

TREASURY DEPARTMENT, SECOND AUDITOR'S OFFICE, *February* 14, 1820.

SIR:

In reply to the letter of the 12th instant of the Hon. H. R. Storrs, which you have referred to this office, requesting an abstract of the muster-rolls of certain companies of rangers, under the command of Captains Boyle and McGist, employed in the service of the Seminole war in 1818, I have the honor to state that it appears these companies were to be paid by J. B. Hogan, the paymaster of the 4th infantry; but this officer has as yet sent on no vouchers for payments to the militia employed in the Seminole campaign, except to four companies of Tennessee volunteer mounted gun-men, as will appear by his letter, a copy of which I have this day forwarded to Mr. Storrs. Nothing further having been received from Major Hogan, and no rolls of the companies in question being on file in any of the offices here, as far as I can discover, nor any memorandum of the amount paid them, it is not in my power to furnish the information required.

With high consideration, I have the honor to be, your very humble servant,

WILLIAM LEE.

Hon. J. C. CALHOUN, *Secretary of War.*

PAYMASTER GENERAL'S OFFICE,

SIR: CITY OF WASHINGTON, *February* 17, 1820.

I have received your letter of this date, enclosing a copy of one of the 12th instant from the Hon. Mr. Storrs, chairman of a committee in Congress, and have to report to you that no muster-rolls of Captain Boyle's and McGist's companies of rangers have been received at this office, consequently no abstract of them can be given. A communication from the paymaster of the fourth regiment of infantry, dated September 23, 1818, a copy of which is herewith enclosed, contains all the information which the pay department possesses on the subject.

I am, very respectfully, sir, your most obedient servant,

N. TOWSON, *P. M. G.*

To the Hon. J. C. CALHOUN, *Secretary of War.*

Extract of a letter from John B. Hogan, Paymaster fourth regiment infantry, to Robert Brent, Esq., Paymaster General, dated

FORT MONTGOMERY, *September* 23, 1818.

I received this morning an order from Colonel William King, commanding this department, to estimate, and be ready to pay off, two companies of rangers, viz. Boyle's and McGist's, which were organized some time since by Major General Jackson. Not knowing the service they have rendered, I have estimated for six months, for pay, subsistence, and the forty cents per day for the use and risk of each horse: enclosed is the estimate. You will see I have left out clothing and forage. I also enclose you Colonel King's order on the subject.

Estimate of the pay, subsistence, and forty cents per day for the use and risk of each horse, and of two companies of rangers, authorized by Major General Jackson, viz. Captains Boyle and McGist's.

Enumeration of the troops.	Pay.	Subsistence.	Horse allowance.	Amount.	Remarks.
1 surgeon's mate, -	$180 00	$72 0	$72 00	$324 00	This estimate is for six months' service, as Colonel King's return does not state the length of service. I know Gen. Jackson's order says six months, unless sooner discharged; as they are to be mustered out of service on the 31st October, it is probable they have not been so long. I have made no estimate for forage.
2 captains, -	600 00	216 00	144 00	960 00	
2 first lieutenants, -	399 96	216 00	144 00	759 96	
2 second lieutenants,	399 96	216 00	144 00	759 96	
8 sergeants, -	528 00	-	576 00	1,104 00	
8 corporals, -	480 00	-	576 00	1,056 00	
4 musicians, -	216 00	-	288 00	504 00	
190 privates, -	5,760 00	-	8,640 00	14,400 00	
	$8,563 92	$720 00	$10,584 00	$19,867 92	

I certify the above is as accurate an estimate as I can make from the return furnished me. The period of service is not known.

Given at Montgomery, Alabama Territory, September 23, 1818.

JOHN B. HOGAN, *Paymaster 4th Regiment Infantry.*

SIR: PENSACOLA, *September* 18, 1818.

You will be pleased, without delay, to estimate for the amount of funds necessary to pay off the two companies of rangers, called into the service by Major General Jackson, under the command of Captains Boyle and M'Gist. They will, in all probability, be disbanded at the close of the ensuing month, and it is particularly desirable that they should then be paid off.

I am, sir, with much respect, your obedient servant,

WILLIAM KING,
Commanding Department E. of Al.

To J. B. HOGAN, Esq., *Paymaster 4th infantry.*

SIR: HEAD-QUARTERS, CAMP BLOUNT, NEAR FAYETTEVILLE, TENNESSEE, *February* 9, 1818.

The volunteer brigade from West Tennessee, which has been assembled at this place, has been furnished by private contract; the regular contractor not having been given the legal notice, refused to furnish the troops; under these circumstances, I have made the best arrangements in my power. Each ration has cost the Government twenty cents. The provisions furnished have been of good quality.

The organization of the brigade has been attended with great difficulty. We can be correctly taught by experience only the great difficulties inseparable from the organization of volunteer corps; and on the present occasion the shortness of the notice given the troops to assemble has added to those difficulties. The major general commanding had authorized the field officers to raise two regiments, and they brought to camp forty captains, of which I could receive only twenty into service. To merge the lesser fractions into the greater, and thus amalgamate them into single companies, to cut down captains, to leave out subalterns, and yet to satisfy and secure to us the men, has been a very difficult task indeed. To effect these objects, I have been obliged in a number of cases to give an additional lieutenant and cornet to the companies. The major general in the first instance agreed that each regiment should have an additional lieutenant colonel and major. In fact, I have been compelled to give that organization which was formerly had in the Creek war. I would barely remark, that on strict military principles mounted gun-men ought to have an additional number of officers: it is certainly more difficult to command sixty-four mounted gun-men than a hundred and twenty foot soldiers. I have served in both capacities, and have found it so. In foreign service, too, it is usual to give cavalry an additional number of officers. In order to reconcile jarring interests, to harmonize the conflicting elements of local partialities and narrow-minded views, and not to lose sight of the great object of the campaign, there was left but one way to act. I do not hesitate to say that one man of our present command is intrinsically worth to the Government ten draughted militia; and you will find in the end that the course General Jackson has pursued will cost the Government much less than any other mode which could have been adopted would have done.

We take up the line of march to-morrow at sunrise, with twenty days' provisions. I calculate to march from this ground with one thousand two hundred men; and before crossing the Tennessee river I am in hopes they will amount to one thousand five hundred. The officers and men can be relied on. I never saw a regular camp exhibit better discipline, or more exact subordination: that is, so far as relates to correctness of conduct and vigilance in attending to duty.

The General left me with three thousand dollars, and I had only a few days to make those contracts absolutely necessary to move and feed the army. I have acted for my country as I would, under like circumstances, have acted for myself. At Tennessee river, when we march half a day and night, I will forward to the Adjutant and Inspector General's Office a report of the strengh of the brigade, also the muster-rolls.

Captain Kingsly has furnished in the contractor's, and a merchant of Fayetteville, W. B. M. Garner, in the quartermaster's department. They will accompany me as far as the Tennessee river, at which place I shall liquidate their accounts by bills on Government, drawn at ten days' sight.

I have the honor to be, &c.

A. P. HAYNE, *Inspector General commanding.*

Hon. J. C. CALHOUN, *Secretary of War.*

SIR: HEAD-QUARTERS, AUGUSTA, GEORGIA, *October* 17, 1819.

I have been inexpressibly hurt and embarrassed by a publication purporting to be a report of a committee of the Senate of the United States, which appeared in the newspapers about the close of last session, animadverting upon and censuring my conduct in the late Seminole war.

I was embarrassed because of the novelty and manifest injustice of this act of censure, ushered forth to the world with the apparently irresistible force and solemnity of a decree of a high tribunal, calculated to leave an impression upon the public mind fatal to the military character of the officers denounced: for it could hardly be believed that they were proceeded against and censured wholly upon *ex parte proof*, and without being heard or even notified of the intended investigation. I have, however, the melancholy pleasure of knowing that the investigation, if it really took place, was *ex parte*, and that I was not previously "informed of the nature and cause of accusation," nor allowed an opportunity of being "confronted with the witnesses against me," a privilege guarantied by the constitution of the United States to every citizen, even to the poorest and most wretched offender. The National Intelligencer of the 19th December, which I received in the month of January last, contains a resolution of the Senate of the United States, under which it seems the committee in question acted.

The resolution is as follows:

"*Resolved*, That the message of the President, and documents relating to the Seminole war, be referred to a select committee, who shall have authority, if necessary, to send for persons and papers; that said committee inquire relative to the advance of the United States' troops into West Florida; whether the officers in command at Pensacola and St. Marks were amenable to, and under the control of Spain, and particularly what circumstances existed to authorize and justify the commanding general in taking possession of these posts."

As the committee did not "send for" or notify me to attend its sittings, I could not suppose, under this resolution, that my conduct was to be inquired into, and I was confirmed in this conclusion, from the well known fact that the order for "the advance of the United States' troops into West Florida" did not originate with me, though I was convinced that the measure was indispensably necessary to give security to our suffering frontier settlements.

After much inquiry and reflection to ascertain the ground of accusation, and to determine upon the proper steps to enable me to penetrate and counteract the designs of my personal enemies, I have traced it in part to a false statement, which appears to have been made to the committee upon oath by D. B. Mitchell, Creek Indian agent.

How it happened that this agent was in Washington, near seven hundred miles from his agency, and why he should have been called before the committee to bear witness touching my conduct without my having been notified thereof, I am totally at a loss to divine, or reconcile with any sound principle of even-handed justice. But it is not my present purpose to inquire into the justice or legality of the measures which produced the inquiry and report. This document has been for some time in existence, and it may have already done me all the injury intended or expected from it, by giving solemnity and currency to calumnies against me; yet I cannot doubt that the honorable body, whose committee appears to have seen fit to question the correctness of my conduct, will at their next session act upon the report, and cause justice to be done. Holding myself always in readiness to meet any sort of legal investigation, I am by no means disposed to make any effort to change the mode of proceeding, which has been without my knowledge, or may hereafter be adopted by the committee or by the Senate, for whom I entertain the most profound respect; not only from a sense of public duty, but moreover from the high estimation in which I have long held the patriotism, talents, and virtue of most of the individual members composing that venerable branch of the National Legislature. I only desire that the investigation, commenced without any notice having been given me, may take whatever course the wisdom of the Senate and their sense of justice may suggest. Should I really be guilty of having wantonly involved my country in a war, I ought then to be shot; and I hereby assure you that I would, if properly found guilty, meet the sentence and punishment without a murmur. But I cannot silently permit my reputation, a thousand times dearer to me than life, to be assailed and injured by a course of proceeding not known to the constitution or laws of my country.

It has and may again be contended that the report in question cannot be considered as the decree of a tribunal authorized to *try and determine* a case affecting the life or reputation of a public officer, and that the report can be considered only as the incipient act of a special inquisition devoid of the power *to pass sentence* upon whoever they deem to be offenders.

This view may well accord with the technical subtleties of the common law, but let us for a moment examine the fact; let a committee of the Senate of the United States report a military officer (who has promised upon his oath and upon his honor to serve the United States honestly and faithfully) guilty of violating the first principles of his duty; let the report be put in the hands of the citizens of the United States, as coming from a committee of the Senate; what but a miracle can save the denounced officer from the heavy sentence which public opinion will pronounce? The people of this nation must either consider him guilty, or that he has suffered a degree of injustice unworthy the character of any tribunal. And who will have the temerity to say, after reading such a report, that the accused is innocent? and that a committee of the Senate of the United States, authorized "to send for persons and papers," viz. persons accused, together with documents and other proof necessary to elicit "the truth, the whole truth," could be capable of terminating their inquiry in the denunciation of a public officer while at his post, eight hundred miles distant, without having sent for or given him any notice whatever of such investigation.

I had hoped that the whole subject of the Seminole war, including the very limited, but most vexatious part, allotted to me, had been sufficiently developed by the luminous discussion which took place in the House of Representatives of the United States, (previous to the date of the report in question) to obviate the necessity of any further investigation or discussion. The authentic public documents which had been sent to the War Department and published, clearly disprove the principal statements upon which the report was bottomed: for instance, the deposition of D. B. Mitchell, Indian agent, adverting to the depredations which he is pleased to call "petty acts of aggression" committed on the Georgia frontier, states that "these petty acts of aggression were increased and multiplied by a set of *lawless and abandoned characters*, who had taken refuge on both sides of St. Mary's river, living principally by plunder;" and that he believes "the first outrage committed on the frontier of Georgia after the treaty of Fort Jackson was by these banditti, who plundered a party of the Seminole Indians on their way to Georgia for the purposes of trade, and killed one of them. This produced retaliation on the part of the Indians, and hence the killing of Mrs. Garrett and her *child*. The evidence of these plunders and murders," he adds, "is on the files of the Executive of Georgia."

Here the agent betrays at once his true character for deep calumny and misrepresentation. The committee having asked for information as to "the origin of the Seminole war and the Fowltown affair," his great and obvious purpose was to prove that the Seminole war had been commenced by me at Fowltown; but knowing as he did that the war on the part of the Seminole Indians had existed for more than two years before the affair at Fowltown, he found it necessary to touch lightly and cautiously upon the occurrences of that period of the war, and although he knew full well that many persons had been massacred during that period, in addition to Mrs. Garrett and her *two children*, yet it seems he found the committee without positive proof of any other; hence, the effort which he has made to show that "the killing of Mrs. Garrett and *her child*" was but an act of "retaliation on the part of the Indians;" and, availing himself of the too common prejudices of many respectable citizens of the interior against the frontier inhabitants, he lauds them with the epithets of "lawless and abandoned characters," "banditti," &c. and ventures to denominate depredations committed upon this class of people merely as "petty aggressions!" Thus it will be found how completely this agent understood his subject. He could not believe it to be possible that he could induce the honorable committee to admit that the disturbances, thefts, and murders perpetrated by the Indians upon the frontier inhabitants, could be viewed only as "petty aggressions," without first showing that the unfortunate citizens upon whom they were committed were "lawless and abandoned characters," and such as were in the habit of committing similar aggressions upon the Indians. And to give to his testimony the most imposing character in his power, he adroitly asserts that "the evidence of these plunders and murders," viz. ("these petty acts of aggression") "is on the files of the Executive of Georgia." Did the honorable committee take his word for it that such evidence really existed? or did they require him to produce the evidence? Let him bring it forward, and it will then be seen whether it is any better than that which he himself has given, which is for the most part destitute of truth.

The Seminole chiefs themselves admitted in their communication of the 11th of September, 1817, that their people had killed seven white persons. For my own part, I am convinced that they had killed many more; but they, as well as the agent, knew that dead men make no affidavits: "dead men tell no tales."

Whether they were of the "lawless or abandoned character," referred to by the agent, I have not deemed it proper to inquire. It was enough for me to know that they were *citizens of the United States*, and that they had been wantonly massacred by the Indians. Having ascertained and reported these facts, and received orders to arrest the murderers, I undertook the execution of this duty with a full persuasion that it would eventuate in giving security to the frontier settlers, and relieve my country, in some measure, from the afflictive and degrading scenes of Indian massacre, by which hundreds of pages of her history must be stained: scenes which, from their frequency of occurrence, had ceased to attract the lively sympathy, and excite the deep interest, by which every humane and patriotic heart must have been touched, had the suffering victims fallen under their immediate observation; or had the details of the heart-rending catastrophe by which fathers, mothers, and babes, were plunged into eternity by the hand of unrelenting barbarians, been accompanied by the cruel and false suggestions, such as dis-

grace this agent's testimony, that the sufferers were "*lawless, abandoned characters!*" I have long been acquainted with many frontier citizens of Tennessee, as well as of Alabama and Georgia, and have no hesitation in saying that they have been grossly calumniated; and that the number of "lawless and abandoned characters" among them is not, in my opinion, greater in proportion to the number of honest, orderly, good citizens, than in the interior of the States.

The citizens of the frontier are, indeed, without much property or education, but they are, for the most part, honest, orderly, patriotic citizens. If poverty and want of education be crimes, many of them may, in these respects, be culpable. The citizens inhabiting the frontier of the United States at this time, are probably, in most respects, similar to those of 1776. The period itself, and the events which immediately followed at King's Mountain, the Cowpens, and other places, afford ample evidence of the true character of the frontier people. The venerable Shelby, Preston, Campbell, Sevier, Pickens, Clark, and hundreds of other distinguished patriots and warriors of those "times which tried men's souls," and gave birth to this great republic, were all frontier people.

Where, I would ask, was this Indian agent during that eventful period?

The safety of the frontier inhabitants has been, and must continue to be, the safety and prosperity of the whole people of this nation. Our Government and country which already attract the admiration of the civilized world, would now be a "savage wild," unmarked by the hand of civilization, had the frontier inhabitants been heretofore left entirely at the mercy of the merciless savage. But, whatever may have been the character of these inhabitants, they have been protected and defended by the virtuous and wise of every age since the first settlement of the country. Incessant efforts have been likewise made to reclaim the savages, but these efforts have been, in many cases, unavailing; because often thwarted, as they have been frequently within my recollection, by foreign agents and emissaries.

Among the documents accompanying the report of the committee, are two communications which appear to have been written by D. B. Mitchell, while Governor of Georgia, one on the 6th January, addressed to the War Department, protesting against the exposure of the frontier, by the movement of the 4th regiment from Camp Crawford (Fort Scott) to Fort Montgomery, near Mobile; the other, bearing date the 5th February, 1817, addressed to me, announcing the arrival of Woodbine and his agent among the Seminole Indians and negroes; communicating an account of an outrage committed by a party of those Indians on the frontier of Wayne county, in which one of our citizens was reported to have been mortally wounded; and inquiring of me, whether I felt authorized to suspend the march of the 4th regiment, or to order it back to the Georgia frontier. From the first mentioned letter, (dated either through mistake or design "1818," though written in 1817,) I make the following extract:

"By this movement, (of the 4th regiment) not only the frontier of Georgia is left without defence, but the restless and dissatisfied part of the Creeks, who are concentrated within the Spanish line, and at no great distance from the post, Camp Crawford, lately occupied by the 4th regiment, under Lieutenant Colonel Clinch, will be without any check, and I have no doubt will indulge their propensity for mischief by acts of murder or rapine upon defenceless travellers and frontier settlers. It is a fact well known to Lieutenant Colonel Clinch, and to every officer with him at Camp Crawford, that nothing has kept those Seminole Indians, who have been joined by the most inveterate of the most hostile fellows from the upper towns, in check, but the presence of the troops; and, if they are removed, some serious consequences are to be apprehended. Besides, it is very evident that, by the removal of the troops from Fort Crawford and the neighboring country, that portion of the territory acquired by Jackson's treaty, as it is usually called, lying east of the Chattahoochie, and which, of course, falls to Georgia, will be abandoned to the Indians. Against measures which, in my judgment, will produce those results, it is my duty, as chief magistrate of Georgia, to protest."

The second letter, dated 5th February, 1817, contains the following remarks:

"Understanding that you are thus far on your way to Montgomery, I avail myself of the present opportunity to communicate some facts, in the expectation that you will have it in your power, if your judgment approve, to adopt the measures I am about to propose.

"You, no doubt, have already been informed that the notorious Woodbine has recently made his appearance again at the mouth of the Appalachicola, and that he has an agent now among the Seminole Indians and negroes in that quarter, stirring them up to acts of hostility against this country; and that Woodbine himself has gone in an armed vessel to some part of the West Indies for supplies. Connected with this fact is another, which may serve as an intimation of the future conduct of these people, when once in possession of the supplies, which it is said they expect on return of Woodbine. About ten or twelve days ago, a small party of those Indians entered the frontier of Wayne county, and stole two horses and some cattle; they were pursued by some of the inhabitants, who peaceably commanded a restoration of the stolen property, and instead of a compliance on the part of the Indians, they immediately fired upon the whites, who retired without returning a shot: one of the whites was mortally wounded. Before this last circumstance came to my knowledge, I had addressed the acting Secretary of War and desired the contents of my letter to be communicated to the President, in which I represented the evil consequences that were likely to result to Georgia in particular, by the removal of the 4th regiment from Camp Crawford, without the place was supplied by an adequate force from some other quarter; and requested the order for the removal of that regiment might be countermanded, or their place supplied. To this communication there has not yet been time to receive an answer. One object of my present address is to know if you can suspend the march of the 4th regiment until I can hear from the War Department, if you do not feel authorized or disposed to order them back to their former station at Camp Crawford."

Thus, it appears, that while Governor of Georgia, and prior to the massacre of Mrs. Garret and her two infant children, the same D. B. Mitchell not only announced the danger which menaced the frontier inhabitants, but actually reported to me a theft and murder perpetrated by a party of Seminole Indians, in Wayne county, where, according to his own account, the aggression was clearly on the part of the Indians, and marked by them with unequivocal hostility; whilst the peaceful inhabitants of the frontier evinced only a desire to recover their property, and to avoid the effusion of blood: for it seems that when fired on, and one of them mortally wounded, they retreated without returning the fire!

In the deposition of the agent, he states, that early in March, 1817, he resigned the government of Georgia, and accepted his present appointment; that, in July the same year, he called a grand meeting of the Creek Nation, at Fort Hawkins, where he endeavored to impress on the minds of the Indians, the necessity of preserving peace; adding that "many of the people of the lower towns had been led astray by evil counsels; had received presents from the British agent, Colonel Nichols," &c.

He further states, that about the last of August of the same year, he received a letter from Major Twiggs, then at Fort Scott, dated the 4th of that month, written at the request of the chiefs of three towns near that place, "expressive of their willingness to agree to the talk delivered by me in July, at Fort Hawkins; a copy of Major Twiggs's letter, and the memorandum enclosed therein, is herewith exhibited. *Of the three towns referred to, Fowltown was one.* But before I had an opportunity of sending for those chiefs, or of taking any measures for meeting

the proposition, General Gaines arrived with a detachment of troops from the west; sent for the chief of Fowltown, and for his contumacy in not immediately appearing, the town was attacked and destroyed by the troops of the United States, by order of General Gaines." This part of the agent's deposition is positively destittue of truth. A Fowltown chief *did not attend* the meeting at Fort Scott, referred to by the agent, nor was either of the chiefs (named in Major Twiggs's letter of the 4th of August, and referred to by the agent) at any time chief or inhabitant of the Fowltown, to which Major Twiggs was afterwards ordered to arrest the chief and warriors; on the contrary, *Major Twiggs states*, that no Fowltown Indian attended the meeting referred to in his letter to D. B. Mitchell, of August 4, 1817. (See the statement of Major Twiggs herewith, No. 1.)

When the agent stated upon oath, that Fowltown was disposed to be friendly; that in consequence of the contumacy of its chief, it was attacked by my order, and that this was the immediate cause of the Seminole war, there is good reason to infer from the report of the committee, that his deposition upon these points was not credited by a single member of the honorable body before whom he had the hardihood to utter declarations so false and atrocious. Adverting to the hostilities between the Seminole Indians and the frontier inhabitants of Georgia, the committee appears to have been in possession of the fact that I had demanded a surrender of the Indians who had committed outrages on our frontier.

"With this demand," says the report, "they refused to comply; alleging that the first and greatest aggressions had been made by the white men. In consequence of this refusal, General Gaines was authorized by the Secretary of War, at his discretion, to remove the Indians still remaining on the lands ceded to the United States by the treaty made with the Creeks in 1814. In so doing he is told that it might be proper to retain some of them as hostages, until reparation was made for the depredations committed by the Indians."

This part of the report is founded upon facts which could not be controverted by the insidious efforts of the Indian agent, whose zeal to establish the period, and locate the *place* of commencement of the Seminole war, to be the 20th of November, 1817, and at Fowltown, has relieved me of the trouble of exhibiting other evidence to prove the existence of a confederacy between those Indians, and that they were equally hostile to the United States, with this only difference: the Fowltown chief and most of his warriors took an active part in the late war with England against us, refused to attend the treaty of Fort Jackson, and have ever since refused to submit to the concessions embraced in that treaty; whereas, the Seminolians, though combined with the British, probably took a less active part in the war than their confederates of Fowltown. The warmest advocates in favor of this town merely contend that, since the spring of 1815, it has confined its depredations on the frontier inhabitants principally to the stealing of horses and cattle. I received, previous to the 20th of November, 1817, satisfactory proof that near one hundred head of cattle, stolen from the frontier inhabitants by the Fowltown warriors, had been brought to their town, in one drove, in the summer of that year; and I have heard the statements of Indian countrymen, interpreters, and Indians, the best evidence that can be expected to be found among savages having no friendly intercourse with civilized citizens of our country, that those warriors often accompanied the neighboring Seminole and Red Stick friends and confederates in their marauding incursions upon the Georgia frontier. Thefts, robberies, and murders of unoffending men, women, and children, were perpetrated by those parties, as well in the Alabama Territory as in Georgia. Many human scalps were seen by hundreds of officers and men, under the command of Major General Jackson, on visiting the Mickasukee towns, in April, 1818. I examined a large bundle of those scalps, in presence of that distinguished officer; many of them were evidently taken from the heads of small children. Many other scalps were reported to me as having been seen at a large village called Fowltown, near Mickasukee. I am, nevertheless, unable to say positively that the first mentioned Fowltown Indians were the actual perpetrators of the bloody deeds which produced those barbarous trophies. But I feel warranted in saying that the proof was too strong, and conclusive, taking all the circumstances of the case into view, to leave a doubt on the mind of any officer or man who took the trouble to investigate it.

Not a doubt remained in my mind of the guilt of the Fowltown chief and warriors, previous to the 20th of November, 1817; though convinced of their inveterate hostility, and that, upon their own principles of retaliation, I should be justified in destroying their town; yet *it is not true that it was attacked by my order*, nor is there any proof that it ever was *attacked*. My order (as will be seen by referring to the enclosed copy, No. 2) directed Major Twiggs to arrest the chief and warriors, but to treat them as enemies only in case of their resistance or flight; and he was strictly prohibited, in any event, from firing upon or otherwise injuring women and children. Major Twiggs, in his report, (a copy of which is enclosed, No. 3,) states that he marched all night, and on reaching the town in the morning of the 21st November, posted the troops in order of battle, intending silently to surround it, and, without bloodshed, to bring me the chiefs and warriors, but that they fled from the companies on his right, and fired upon his left, when they were fired on in return.

Had any honorable member of the committee questioned the Indian agent as to the means he had of being acquainted with the circumstances he undertook to detail, he must have betrayed an important truth, which does not appear in his deposition, viz: that he was not within less than one hundred and thirty miles of the place where the alleged outrage he attempted to represent was committed. He was not, (as will probably appear in the War Office, from his own statements on subjects connected with his agency,) at any time between October, 1817, and May, 1818, within one hundred and thirty miles of Fort Scott, or any place south of Fort Scott, as I am assured by officers and others who saw him frequently during that period. How, then, I would ask, could he venture, upon his oath, to report the occurrences which he undertook to detail to the committee? I have been informed, and believe, that he had a correspondent about the time above mentioned among the Seminole Indians, who was no other than the notorious emissary Arbuthnot. Whether this information was communicated to the agent, relied on, and sworn to by him, as matters of fact within his own knowledge, and thus offered by him to the committee, may be questionable; but of this I have no doubt, that his deposition is as false, and was made with motives as base as ever actuated the most abandoned of men.

I received orders in the month of May, 1817, to demand of the Seminole chiefs a surrender of the murderers of our citizens, and to hold myself in readiness to enforce the demand. An interpreter was despatched with my letter, stating the outrages which had been committed, and requiring the chiefs to arrest and deliver to the commanding officer at Fort Scott the offenders; to which I obtained no answer until the month of September, when I received a communication from the chief of ten towns of the Seminole Indians, a copy of which will be found among the documents published, admitting that their warriors had killed seven of our people, and alleging that the whites had killed ten of theirs. They therefore declined the arrest and delivery of the offenders demanded. In the meanwhile, another murder was committed by the Indians who had killed Mr. Glass, one of the citizens of Alabama Territory, near the place called Murder Creek, on the waters of the Escambia, where numerous cattle and hogs were killed and stolen, with some horses and other property, by a large party, who had previously killed Johnston and McGaskey, and one other citizen, with a negro, on the Alabama river. This party, when pursued, had taken refuge in West Florida, between the Escambia and Appalachicola, and, by dispersing itself in thick woods and swamps, had eluded the pursuit of several detachments of regular troops as well as militia. The troops at

Fort Scott were at the same time menaced by the hostile chief of Fowltown, and his Seminole confederates. In this state of things, I made arrangements, pursuant to the orders I had received from Major General Jackson, to repair to Fort Scott, with my disposable force. I marched in the latter part of October, 1817, and arrived at Fort Scott about the 17th of November.

I had previously taken measures to obtain one thousand Georgia militia, and six hundred friendly Indian warriors, to be held in readiness to join me in the event of a determination on the part of the hostile towns to maintain their position, and to resist any attempt on my part to remove them from the land ceded by the treaty of Fort Jackson, or to arrest their warriors who had committed murders and robberies on our frontier. In approaching Fort Scott, I received from the Creek agent a letter, dated Creek Agency, 7th of October, 1817, from which I take the following paragraph:

"On my way here, I saw Major Nix, on his way to Fort Hawkins from Fort Scott, and he assured me the Seminoles had absolutely refused any satisfaction for their aggressions, notwithstanding your positive demand. I therefore presume it is your intention to occupy Fort Scott with such a force as to enable you from thence to *compel them to a more reasonable course of conduct.* Colonel Brearly has, according to your order, made a requisition on the Executive of Georgia for two battalions of troops; and I believe every arrangement has been made for their taking the field on a short notice. I have also prepared the minds of the friendly Indians for a co-operation on their part, if you shall deem it necessary; and I have mentioned to them five hundred warriors as the number you would probably require. I am preparing for a trip to the Alabama, and, having a good deal of business with the Indians, which will require a pretty general meeting of the chiefs, I should be glad to hear from you on the probability of your going against the Seminoles, and of your desire to be, in that case, assisted by the Creek warriors."

This letter, (of which I annex a copy, No. 4,) added to the above mentioned letters of the 6th of January and 5th of February, 1817, from the same D. B. Mitchell, prove very clearly that his views in relation to the Seminole Indians, and their hostile confederates, up to the 7th of October, 1817, were very similar to those which I had from time to time communicated to the Department of War and to Major General Jackson, previous to the affair at Fowltown. In comparing these letters with the agent's deposition sworn and subscribed before the committee on the 23d of February, 1819, it will be seen how materially his views relative to Indian affairs had changed, and with what zeal he, at the last mentioned period, endeavored to palliate the cruelties of the Indians, at the expense of his adopted country's humanity and justice, and at the expense of truth. A manifest change appears to have been wrought in his *knowledge of facts*, as well as in his views of *policy*, after the 7th of October, 1817.

Soon after that period, the arrival of several vessels laden with Africans on the coast of Florida, from whence they could be conveniently smuggled into the Creek nation, presented such golden prospects to persons disposed to embark in that lawless and ignominious traffic, as to produce immediate efforts on their part to bring about an understanding between them and the Florida Indians. A half-war half-peace system was evidently most desirable to those smugglers; because the intercourse between the two places would, in that case, be confined to the select few possessing the confidence of the *prime movers* of that detestable traffic; of whom I have not a doubt but that the agent, D. B. Mitchell, was one. He was accused by some *frontier inhabitants*, as well as by Colonel Brearly and Captain Melvin, of having received at the agency near one hundred smuggled slaves; and, in consequence of my having noticed and exposed his conduct, he has endeavored to injure me by a false and malicious attempt to prove me guilty of an act which he considers to have been the immediate cause of the Seminole war.

It is stated in the paper purporting to be the report of the committee, that " General Gaines, with about six hundred regular soldiers, was confined to the garrison."

I have carefully examined the documents accompanying the report, without being able to find any proof whatever in support of this statement; and, being convinced that no honorable member of the committee would have suffered such a statement to be made without proof, I am obliged to conclude the committee never made such a statement. I shall therefore take no notice of it, other than to say that I never was " confined to the garrison," for the space of a minute, nor an instant, by Indians or any other force at Fort Scott; nor was I ever at Fort Scott more than eighteen days in the year 1817, or previous to the arrival of Major General Jackson, on the 9th of March, 1818; having left that post, pursuant to the positive order of the President of the United States, through the acting Secretary of War, dated the 12th of November, and received on the 2d of December, 1817. I had previously received from the acting Secretary of War a letter, dated October 30th, containing the orders of the President prohibiting me from passing the Florida line to attack the Indians on account of their past aggressions, and directing the removal of such as were still remaining on the land ceded by the treaty of Fort Jackson. On hearing of the defeat of the lamented Lieutenant Scott and his detachment, the account of which reached me on the 1st of December, and believing this additional outrage on the part of the Indians would authorize a movement across the line, I determined to reduce Fort Scott to two block-houses, to be defended by a small guard, with my sick and convalescent, for the security of my supplies, and to take a position on the river below, with the whole of my disposable force, (about four hundred men,) and, on being joined by the Georgia militia and friendly Indians, whose arrival I had reason to calculate on before the middle of December, to attack the principal force opposed to me, and destroy their towns. But on the following day I received the positive order of the President of the United States to repair to Amelia island. I soon after learned that the friendly Indians had been prevented by the agent from joining me, and that a failure on the part of the contractor to provide a proper supply of rations had detained, and would probably detain for some time longer, the Georgia militia. Hence, I concluded that little or nothing could be effected until my return from Amelia island. Had the order of the 12th of November contained any discretionary authority which would have sanctioned my remaining with the troops then at Fort Scott, I should doubtless have remained, and thus extricated myself from the most painful perplexity in which I had ever been placed by an order. But it contained not a shadow of discretionary power, by which my movement towards Amelia island could, upon any sound military principle, have been suspended. It has been said that the extraordinary circumstances of the case would have justified me in disobeying the order; that, although I must have been found guilty of disobedience, yet I might have been pardoned. But I was unwilling to subject myself to an accusation, and be brought before a court-martial, for violating an order which I had taken an oath to obey. I was unwilling to put it in the power of those who were endeavoring to filch from me my reputation, to say that I was capable of an act of insubordination, which would have thwarted the views of the President, and would realize the false predictions and accusations of the enemies of our country, that *anarchy reigns in our army;* that the *positive order* of the commander-in-chief had not been sufficient to ensure the immediate movement of a general officer from one post to another.

I have, indeed, been informed, and believe, that some person did remonstrate against my conduct, and solicit my removal from the command at Fort Scott, in December, 1817, upon the ground of my not having, at that time, *without authority, and without a competent force*, crossed the Florida line and chastised the Indians; and I am likewise informed that one or more of the same persons have since protested against the conduct of Major General Jackson, because he really did cross the line, *after being duly authorized to do so*, and did effect the very objects which our *wise* accusers had censured me for not effecting when I was without authority!

The report, after stating that I was confined to the garrison with six hundred soldiers, proceeds:

"In this state of things, information having been communicated to the War Department, General Jackson was ordered to take the field."

It will be recollected that the order given me to cross the line was not in existence until the 16th of December, 1817, eleven days after I had left Fort Scott, and it did not reach me until the 5th of January, 1818, some days after I had left Amelia Island, and when near three hundred miles from Fort Scott. On my return thither I was informed at Hartford of the order given to Major General Jackson to assume the immediate command at that post; a step which he might have taken, had he seen fit, even without an order, being within his proper command. I was about the same time notified by the Department of War that I was to penetrate the Seminole country with such a force as I should be able to assemble at Amelia Island, and thus co-operate with the force ordered from Fort Scott. I never for a moment suspected or believed that it was designed by the President of the United States to inflict on me a wound by ordering me from Fort Scott as a token of his disapprobation of my conduct, and ordering another officer thither to perform the duties which had been but ten days before assigned to me while absent from the spot where the order was to be executed; duties which, previous to my leaving that place, I had no authority to perform. I disclaim and abhor the idea of any such suspicion. If the dates of the different orders from the War Department, and the distance from Washington to the southern frontier, did not clearly show the utter impossibility of any such intention on the part of the President of the United States, the known justice and honor of that exalted patriot and soldier leave not a shadow of ground for any such unworthy suspicion.

The report further states that "General Gaines, without orders, took upon himself the authority of raising an army of at least sixteen hundred Creek Indians, appointing their officers, with a brigadier general at their head, and likewise mustering this force into the service of the United States."

I cannot find upon what testimony I am thus charged with raising an army of Creek Indians, and appointing their officers, with a brigadier general.

I can truly say that I never did raise an army, or any part of an army, without proper authority; nor did I ever appoint an officer without proper authority. I feel convinced that every honorable member of the committee will find, on re-examining the documents and testimony published on the subject of the Seminole war, that, in regard to the friendly Indian warriors, I did nothing more than to accept or permit them to join and co-operate with me in the intended expedition against their and our enemies, the hostile Indians. It will be found that the friendly warriors, who first proposed this co-operation, were prevented by the intrigues of the negro smuggling agent from joining me; nor did any ever join me until after the arrival of Major General Jackson, whose presence relieved me of the duty of deciding on the propriety of accepting or rejecting their co-operation—of retaining or discharging them. I appointed none of the officers belonging to any of the friendly Indians in question; I think they appointed their own officers.

I have devoted my time almost exclusively, ever since my earliest days of manhood, to the theory and practical duties of my profession; and although I have frequently seen in newspapers, and other publications, biographical memoirs, &c. statements relative to my conduct full of misrepresentation, and which has often been completely in my power to correct by the publication of undeniable proof, I have abstained from doing so from a belief that my attention should not be thus diverted from my public duty, and under the full impression that every honest and intelligent citizen, knowing the trust reposed in me, and having some knowledge of my humble efforts to merit a trust so high and honorable, will naturally conclude that I can have no reasonable motive to do wrong, and that every consideration connected with my present and future welfare must strongly prompt me to endeavor steadily to do right; I therefore conclude that they will consider me to be innocent until I am lawfully proved to be guilty. I claim no privilege but such as is common to every citizen, and such as is guarantied to all by the constitution and laws of the United States. Exemption from the cruel and unmerited punishment of *reprimand* and *censure* without a hearing is one among the dearest of those privileges.

I have to request the favor of you to submit the foregoing remarks to the President of the United States, that he may lay them before the Senate, or take such other measures, in relation to the accusations against me, as his wisdom and sense of justice may suggest.

I have the honor to be, with perfect respect, your obedient servant,

EDMUND P. GAINES, *Major General by brevet, comd'g.*

The Hon. JOHN C. CALHOUN, *Secretary of War.*

SIR: HEAD-QUARTERS, AUGUSTA, GEO. *October* 6, 1819.

I am directed by Major General Gaines to request your reply to the following interrogatories:

1st. What chiefs were present at the meeting of the chiefs at Fort Scott on the 4th of August, 1817, and mentioned in your letter of that date to D. B. Mitchell, the agent for Indian affairs?

2d. What was the particular object of the chiefs in that meeting, and to what towns did they respectively belong?

3d. Whether the chief or any of the warriors of the Fowltown attended that meeting?

4th. Whether, after the meeting of the chiefs before mentioned, either they, or any of them, or their towns, joined the hostile party; and, if so, state the name or names of the chiefs, and their towns?

5th. Holoth Emauthla, in the copy of your letter mentioned above, and certified to be a true copy, from the original by D. B. Mitchell, agent for Indian affairs, is stated to be the chief of Fowltown. Will you state who was at that time the chief of the Fowltown, and of what town Holoth Emauthla was actually a chief; and whether he was ever known or considered to be the chief of, or as in any way belonging to, the Fowltown Indians?

6th. Was it not a fact, fully within your personal knowledge, that Eneheemathla, the chief of Fowltown, had frequently declared, previous to Major General Gaines's arrival with the troops at Fort Scott, in November, 1817, that he never would recognise the treaty of Fort Jackson as valid or binding on him; that neither himself nor his people would leave their town (which was situated in the territory ceded to the United States, by the treaty above mentioned) voluntarily; and that, if removed at all, it must be by force of arms?

I have, &c.

DANIEL E. BURCH, *Aid-de-Camp.*

Major D. E. TWIGGS, *U. S. Army, Augusta, Georgia.*

No. 1.

SIR: AUGUSTA, GEO., *October* 7, 1819.

I have the honor to acknowledge the receipt of your communication through your aid-de-camp, Lieutenant Burch, of the 6th instant, and, to the interrogatories therein contained, have to reply as follows, viz:

Answer to the first interrogatory. The first and second men of Conchattu, of Choco Nuklu, and Ochesee, and of some of the other towns on the Chattahoochie, together with some of their warriors, attended the meeting at Fort Scott, on the 4th of August, 1817, and alluded to in the inferrogatory.

Answer to the second interrogatory. The objects of the chiefs and warriors who attended that meeting, was, to have a talk with the commanding officer, (myself,) for the purpose of expressing their friendship for the United States, and their intention of remaining at peace with the United States. I understood, from another source, which, at the time, I deemed to be conclusive evidence of the fact, that one object those chiefs and warriors who attended the meeting, had in view, was to flog, in my presence, the chief of the Fowltown, Eneheemauthla, for his permitting his warriors to commit depredations on the inhabitants of the Georgia frontier, and afterwards stating those outrages, committed by his own people, to have been committed by the people of their own towns.

Answer to the third interrogatory. The talk was delayed until nearly four o'clock in the evening, waiting for the Fowltown chief, Eneheemauthla and his warriors. I did not see or hear from either that chief or his warriors, during that day, nor until several days afterwards. He was duly notified of the meeting, in a message sent by myself. This meeting of the chiefs and warriors was called by myself, at the particular request of William Perryman, chief in the lower towns, or those on the Chattahoochie, below the Indian boundary line; and his object in having the meeting, he stated to me to be the same as that given in the reply to the first interrogatory.

Answer to the fourth interrogatory. I always understood and believe that the chiefs and warriors of Conchattu, the chief and most of the warriors of the Ochesee, and the greatest part of the warriors of Choco Nuklu, joined the hostile Indians; and I understood, also, from Tallessee Tustunnuggee, chief of Choco Nuklu, that the above-mentioned Indians, thus become hostile, were present at, and took an active part in, the attack upon the vessels ascending the Appalachicola river, under the command of Major Muhlenburg.

Answer to the fifth interrogatory. Eneheemauthla was first chief of the Fowltown, and I understand Tustunnuggee Hajo was the second. Holothemauthla, to the best of my recollection, was the second chief of Ochesee, and I believe was reported to me as such on the day of the meeting before mentioned; I am positive, however, he was the second chief of either the last mentioned town or Conchattu. He never belonged, to my knowledge, to the Fowltown, or was considered as one of those Indians usually called Fowltown Indians. It is here proper for me to state, that I have no recollection of having mentioned to General D. B. Mitchell, Agent for Indian affairs, that Holothemauthla was the chief of the Fowltown, as noted in a copy of a letter written by me to General Mitchell, and which copy is certified to be a correct copy by him, on the 22d February, 1819, and furnished to the committee of the Senate of the United States, appointed to investigate and report on the Seminole war.

Answer to the sixth interrogatory. Eneheemauthla, the chief of Fowltown, stated to me, previous to the arrival of the troops under General Gaines at Fort Scott, in November, 1817, that he had nothing to do with giving the land away at Fort Jackson, (as he called it,) and that he should not consider that act as binding on him or his people, nor would they remove in consequence, unless compelled by force; that he supposed the Indians on the Chattahoochie had fooled away their land, but that the land on his side of the Flint river (the left bank) belonged to him and his people, and that he should defend it, saying he was directed to do so by the Powers above. He intimated to me, in plain terms, that if ever a detachment of United States' troops crossed the Flint river he would resist them by force. He also cautioned me not to turn over there either horses or cattle, nor to get timber from off the land, as he was determined it should not be done except by force.

I am, &c.

D. E. TWIGGS, *Brevet Major 7th infantry.*

Major General E. P. GAINES,
Commanding, &c. Augusta, Georgia.

No. 2.

HEAD-QUARTERS, E. SECTION DIVISION OF THE SOUTH,

SIR: FORT SCOTT, *November* 20, 1817.

The hostile character and conduct of the Indians of the Fowltown settled within our own limits rendering it absolutely necessary that they should be removed, you will proceed to the town with the detachment assigned you, and remove them. You will arrest and bring the chiefs and warriors to this place, but should they oppose you, or attempt to escape, you will, in that event, treat them as enemies. Your men are to be strictly prohibited, in any event, from firing upon, or otherwise injuring, women and children.

You will return to this place with your command as soon as practicable.

Should you receive satisfactory information that any considerable number of the neighboring Indians have joined those of the Fowltown, you will, in that event, immediately return to this place, without making any further attempt to execute the first above written order.

E. P. GAINES, *Major General commanding.*

To Major TWIGGS,
Commanding a detachment of United States' troops.

No. 3.

SIR: FORT SCOTT, *November* 21, 1817.

I have, with my command, a few hours since, returned from the hostile Fowltown, situated upon the United States' land, and distant about sixteen miles, having executed so much of your order of the 20th as was practicable.

Having marched all the night of the 20th, I reached the town before daylight on the morning of the 21st, and posted the troops in order of battle, intending silently to surround it, and, without bloodshed, to bring to you the chiefs and warriors; but they fled from the companies of Major Montgomery and Captain Burch, on my right, and fired upon my left, under Captains Allison and Bee, when they were fired on in return. Discovering my superiority of force, they fled to a neighboring swamp; I remained in possession of the town until sunrise; and, without destroying it or their provisions, I marched my command back to head quarters, bringing with me only a few head of horses and cattle.

I had not a man killed or wounded, and the Indians but few, as they received but one round and fled.

D. E. TWIGGS, *Major U. S. army.*

Major General GAINES.

No. 4.

DEAR SIR: CREEK AGENCY, *October* 7, 1817.

It was my intention immediately on the breaking up of the meeting of the Indians, at Fort Hawkins, in July, to have written to you, either from that place or this; but the unfortunate illness and death of one of my sons at that time, compelled me, unexpectedly, to return home; and my own indisposition, or some one of my family, ever since, until very lately, has prevented my attending to any sort of business.

On my way here I saw Major Nix, on his way to Fort Hawkins, from Fort Scott, and he assured me the Seminoles had absolutely refused any satisfaction for their aggressions, notwithstanding your positive demand. I therefore presume it is your intention to occupy Fort Scott with such a force as to enable you from thence to compel them to a more reasonable course of conduct. Colonel Brearly has, according to your order, made a requisition on the Executive of Georgia for two battalions of troops, and I believe every arrangement has been made for their taking the field on a short notice. I have also prepared the minds of the friendly Indians for a co-operation on their part, if you shall deem it necessary; and I have mentioned to them five hundred warriors as the number you would probably require. I am now preparing for a trip to the Alabama, and having a good deal of business with the Indians, which will require a pretty general meeting of the chiefs, I should be glad to hear from you on the probability of your going against the Seminoles, and of your desire to be, in that case, assisted by the Creek warriors.

From the report of some officers, or some other means, we have been led to expect the pleasure of seeing you at Fort Hawkins for some time past. In the hope of having this expectation soon realized; I shall defer communicating some matters relating to the military and the Indian departments, until I have the pleasure of seeing you. When I return to Georgia, which I expect to do in a day or two, and deposite my family, who are now here with me, I shall shortly thereafter proceed to the westward.

I am, dear sir, with high consideration and esteem, your very obedient servant,

D. B. MITCHELL.

Major General E. P. GAINES.

16th CONGRESS.] No. 190. [1st SESSION.

LOAN OF GUNPOWDER.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, MARCH 1, 1820.

SIR: DEPARTMENT OF WAR, *February* 28, 1820.

Pursuant to a resolution of the House of Representatives, of the 24th instant, directing the Secretary for the Department of War to communicate to the House copies of any arrangement which may have been made with the firm of Stull & Williams, or their surety or sureties, relative to the loan to the said Stull & Williams, of powder, by the War Department, or the repayment thereof; and also to inform this House whether any moneys, and what sums, have been advanced to the said Stull & Williams, or to their surety or sureties, or any contract or contracts, made with them or either of them, relative thereto; and also to state the fund from which said advances have been made; I have the honor to transmit, herewith, a report of the colonel of ordnance, which furnishes the information required.

I have the honor to be your obedient servant,

J. C. CALHOUN.

The Hon. HENRY CLAY, *Speaker of the House of Representatives.*

SIR: ORDNANCE OFFICE, *February* 28, 1820.

In reference to the inquiry of the House of Representatives as contained in their resolution of the 24th instant, I have the honor to state:

That the paper marked A is a copy of the contract concluded with Daniel Bussard, of Georgetown, on the 1st August, 1818, relating to the loan or sale of powder, which had been previously made to Stull & Williams.

To form a just estimate of this contract, the circumstances of the case at the time it was made ought to be taken into view.

The original proposition from Stull & Williams was to obtain a loan of six hundred barrels of musket powder, to be guarantied by Daniel Bussard. A copy of the proposal and guarantee is contained in the paper marked B.

By a subsequent agreement, which does not appear to have been reduced to writing, the loan was converted into a sale, and a bill of exchange given at ninety days date, by J. C. Williams on his partner, John J. Stull, for twenty-one thousand six hundred dollars, being the value of the powder at the rate of thirty-six cents a pound. A copy of the bill of exchange is annexed. (See paper B.)

The bill of exchange, which had been duly accepted, was finally protested for non-payment when it became due.

Another agreement, likewise verbal, was then made to accept in kind the six hundred barrels of powder; and two hundred barrels, part thereof, were returned. (See paper B.)

Stull & Williams having made an assignment of property for the benefit of creditors, and being reputed insolvent, Daniel Bussard remained the only responsible person in the concern. As his engagement was originally no more than to guaranty a loan of six hundred barrels of powder to Stull & Williams, strong doubts were entertained whether converting the loan into a sale did not abrogate his engagement. It became important, therefore, to obtain from him the best security he could give to guard against a final loss.

He represented that, with the aid of an advance of money from Government, to enable him to rebuild his powder works, which had been destroyed by an explosion, he would undertake to return the balance of powder due from Stull & Williams, and to repay the advances in other powder, at twenty-five cents a pound; securing the amount of the advances on real property. This proposal, which forms the basis of the contract of 1st August, 1818, was accepted. The advance, amounting to ten thousand dollars, was taken from the funds appropriated for the ordnance service.

This course, it is believed, was the most eligible that could have been taken in the circumstances; at any rate, it is not to be deemed an act of choice on the part of the agents of the Government, but as the result of a desire to obtain the best security the nature of the case would admit.

I have the honor to be, very respectfully, sir, your obedient servant,

DECIUS WADSWORTH, *Colonel of Ordnance.*

The Hon. J. C. CALHOUN.

A.

Articles of agreement made and concluded at the city of Washington, this 1st day of August, A. D. 1818, between Decius Wadsworth, colonel of ordnance, with the approbation and consent of the Hon: John C. Calhoun, Secretary of War, of the one part, and Daniel Bussard, of Georgetown, in the District of Columbia, of the other part, witnesseth:

That, whereas Messrs. Stull & Williams, of Georgetown, merchants, did, on the 25th day of May, 1815, borrow from the magazines of the United States six hundred barrels of gunpowder, containing altogether sixty thousand pounds, on the condition of returning an equal quantity of serviceable gunpowder when thereunto required; for the performance of which condition the said Daniel Bussard made himself responsible; and whereas, there is now due and owing from the said Stull & Williams and the said Daniel Bussard to the United States, on account of the aforesaid loan, the quantity of thirty-nine thousand five hundred and seventy-two pounds of gunpowder. Now the said Daniel Bussard doth agree to manufacture and deliver to the United States, within three years from this date, thirty-nine thousand five hundred and seventy-two pounds of good serviceable gunpowder; one-fourth of which to be of a quality and grain suitable for small arms, and the remainder of a quality suitable for cannon; the whole to be duly proved and inspected according to law; and to be packed in good sound casks full trimmed, at the expense of the said Daniel Bussard, which shall be received, on the part of the United States, in full satisfaction of the original agreement of the said Stull & Williams and the said Daniel Bussard.

It is also further agreed, that the said Daniel Bussard shall manufacture and deliver to the United States a further quantity of gunpowder, not exceeding forty thousand pounds, within three years from this date; the said powder last mentioned to be packed in good casks, full trimmed, and to be in proportions for small arms and cannons, and in quality as before stated, for which he shall be allowed twenty-five cents per pound, money of the United States. The price of the casks to be charged to the United States.

It is further agreed, that an advance shall be made to the said Daniel Bussard, not exceeding ten thousand dollars, to enable him to erect works on Paint creek, suitable for manufacturing gunpowder, and to purchase, and lay in materials; the said advances to be made by the Secretary of War, it being fully understood, that a sum, not less than five thousand dollars, shall be expended on the works at Paint creek, and in providing materials for manufacturing gunpowder.

It is further agreed, that the said Daniel Bussard shall give security for the faithful performance of the said contract, by a conveyance, or by conveyances, in trust, to Thomas Mustine, of Georgetown, of so much of his real estate as may be deemed sufficient for that purpose, with a power to sell the same in case of his failure to perform faithfully the said contract.

It being further understood, that part of the said property shall from time to time be released from the incumbrance, as the said contract shall in part be fulfilled, so as to justify such release.

In witness whereof, the parties have hereunto set their hands and seals the day and year the first above named.

DANIEL BUSSARD,
DECIUS WADSWORTH, *Col. of ordnance.*

Witnesses present,
THOMAS G. RINGGOLD,
WILLIAM RIDDALL.

B.

SIR: GEORGETOWN, *May* 25, 1815.

Having occasion for a quantity of musket powder, not exceeding six hundred barrels, we wish to borrow it, to be returned when required, for which loan we give you the security below.

We are yours, very respectfully,

WILLIAMS & STULL.

Lieutenant Colonel BOMFORD.

GEORGETOWN, *May* 25, 1815.

For the true performance of the above loan of gunpowder, not exceeding six hundred barrels, we pledge ourselves to return it when demanded, at ————, to the order of Lieutenant Colonel George Bomford, of the Ordnance Department, Washington. The quantity in each barrel to contain one hundred weight of proof powder.

J. S. WILLIAMS,
J. I. STULL,
DANL. BUSSARD.

Witness, HOR. JONES.

GEORGETOWN, *June* 23, 1815.

$ 21,600

Ninety days after date pay to the order of John C. Williams, twenty-one thousand six hundred dollars, which place to account of

Your obedient servants,

J. S. WILLIAMS.
J. C. WILLIAMS.

[Endorsed]
JOHN I. STULL, Esq., *Georgetown, D. C.*

Received from Williams & Stull, for the use of the Ordnance Department, Greenleaf's Point:

1815, April 25,	Two hundred pounds mealed powder	certificate issued.
do.	Twenty-eight pounds of sulphur	
June 15,	Fifty pounds of pulverised saltpetre,	do.
July 24,	One hundred pounds do. do.	
Aug. 5,	One hundred pounds mealed powder.	
1816, Oct. 25,	One hundred barrels cannon powder.	
Dec. 3,	One hundred barrels do. do.	

The above are the articles entered on the company books, as received from Williams & Stull.

I. S. NELSON,
Captain U. S. Ordnance commanding.

[NOTE.—See Nos. 186, 192, 204.]

16th CONGRESS.] **No. 191.** [1st SESSION.

THE MILITIA.

COMMUNICATED TO THE SENATE, MARCH 30, 1820.

To the Senate of the United States: WASHINGTON, *March* 30, 1820.

I transmit to Congress a general abstract of the militia of the United States, in pursuance of the act of March the 2d, 1803.

JAMES MONROE.

SIR: WAR DEPARTMENT, *March* 17, 1820.

I have the honor to enclose herewith a general abstract of the militia of the United States to be laid before Congress, conformable to the act of March 2, 1803.

I have the honor to be, with very great respect, your obedient servant,

J. C. CALHOUN.

To the PRESIDENT OF THE UNITED STATES.

ADJUTANT AND INSPECTOR GENERAL'S OFFICE, *March* 15, 1820.

SIR:

I have the honor to lay before you an abstract of the militia of the several States and Territories, with an account of arms, accoutrements, ammunition, and ordnance, belonging to each, as far as the annual returns have been received at this office.

The first section of the act of March 2, 1803, for establishing an uniform militia throughout the United States, provides, "that it shall be the duty of the adjutant general of the militia, in each State, to make returns of the militia of the State to which he belongs, with their arms, accoutrements, and ammunition, to the President of the United States, annually, on or before the first Monday in January, in each year; and it shall be the duty of the Secretary of War, from time to time, to give such directions to the adjutant generals of the militia as shall, in his opinion, be necessary to produce a uniformity in the said returns, and he shall lay an abstract of the same before Congress, on or before the first Monday in February, annually." Finding these provisions wholly neglected by several States, under your orders, more than two years since forms were prepared to produce a uniformity in the returns, and blanks were distributed to the adjutants general of the militia of the several States and Territories, directing their attention to the law, and requiring their returns to be made accordingly.

The dates of the several State returns, in the enclosed report, show how far the law has been complied with. I have repeated your instructions to those who failed to make returns, and, in several instances, have enclosed duplicates of my letters to the governors of States and Territories.

It appears some of the State laws contain no provision for paying the adjutants general and the brigade inspectors of militia, and it is believed those duties require more time than can be devoted without compensation.

These returns are rendered important, as they are referred to in distributing arms to the several States, under the law for arming and equipping the whole body of the militia of the United States.

Twenty-five thousand stand of arms were distributed during the last year, and it is presumed such distribution will be continued, for which there is no other guide than the militia returns. By this rule those States who do not make annual returns, will get less than their proportion, as it appears, by the returns regularly made, that the militia increased every year.

I have delayed this report, expecting the returns due on the 1st of January would enable me to make it more perfect; and it is now condensed as much as practicable, to present the organization and strength of the militia on one page. The returns to Congress, of former years, have been cut up in printing, and spread over so many pages as to render them almost unintelligible.

I have the honor to be, sir, with perfect respect, your obedient servant,

D. PARKER,
Adjutant and Inspector General.

To the SECRETARY OF WAR.

Abstract of the annual returns of the Militia of the United States, by States and Territories, for the year 1819, *taken from the last returns received at this office.*

STATES AND TERRITORIES.	RETURNS.			INFANTRY, GRENADIERS, LT. INFANTRY, & RIFLEMEN.							ARTILLERY.					CAVALRY.					Aggregate.	REMARKS.
	For what year rendered.	Date of.	When received.	No of divisions.	No. of brigades.	No. of regiments.	No. of companies.	Commissioned officers including the general, division, and brigade staff.	Non-commissioned officers, musicians, and privates.	Total.	No. of regim'ts or battalions.	No. of companies.	Commissioned officers.	Non-commissioned officers, musicians, and privates.	Total.	No. of regim'ts or battalions.	No. of companies.	Commissioned officers.	Non-commissioned officers, musicians, and privates.	Total.		
New Hampshire,	1818	Jan. 1, 1819,	Jan. 15, 1819,	3	6	38	345	1,341	21,970	23,311	-	32	95	1,044	1,139	-	33	130	1,623	1,753	26,203	
Massachusetts and Maine,	1819	Nov. 26, 1819,	Dec. 2, 1819,	13	28	111	1,023	3,878	61,159	65,037	22	75	366	2,377	2,743	26	78	306	3,902	4,208	71,988	
Vermont,	1819	Dec. 26, 1819,	Jan. 3, 1820,	4	10	35	302	1,197	17,795	18,992	-	9	35	342	377	-	36	133	1,279	1,412	20,781	
Rhode Island,	1819	Jan. 18, 1820,	Jan. 24, 1820,	1	4	13	105	466	7,288	7,754	-	5	23	351	374	-	7	34	405	439	8,567	
Connecticut,	1819	Nov. 23, 1819,	Nov. 29, 1819,	3	9	26	265	1,065	19,413	20,478	5	31	159	1,686	1,845	5	-	115	908	1,023	23,346	
New York,	1819	Nov. 25, 1819,	Dec. 6, 1819,	27	58	209	1,641	5,936	106,454	112,390	7	145	419	7,617	8,036	10	20	95	1,032	1,127	121,553	
New Jersey,	1818	Oct. 17, 1818,	Nov. 3, 1818,	4	13	46	395	1,542	31,107	32,649	1	21	67	803	870	5	35	145	1,576	1,721	35,240	
Pennsylvania,	1818	Nov. 2, 1818,	Nov. 14, 1818,	10	32	105	1,144	3,974	109,494	113,468	-	7	26	493	519	-	24	95	1,149	1,244	115,231	
Delaware,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7,451	No return since 1810.
Maryland,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	32,189	No return since 1811.
Virginia,	1819	Not dated,	Dec. 24, 1819,	4	21	125	970	3,167	70,248	73,442	4	60	173	4,645	4,818	4	104	355	7,661	7,716	85,976	
North Carolina,	1819	Jan. 10, 1820,	Jan. 14, 1820,	7	*17	88	-	2,535	45,468	48,003	-	-	-	-	-	16	-	208	1,571	1,779	49,782	
South Carolina,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	33,729	No return since 1811.
Georgia,	1819	Jan. 29, 1820,	Feb. 9, 1820;	5	10	41	423	1,691	26,811	28,512	-	4	11	215	226	-	13	46	877	923	29,661	
Alabama,	1818	Dec. 1, 1818,	Jan. 4, 1819,	-	-	23	-	455	9,860	10,315	-	-	-	-	-	-	-	-	-	-	10,315	
Louisiana,	1818	Oct. 6, 1818,	Dec. 1, 1818,	2	5	20	144	597	9,003	9,583	-	-	-	-	-	-	8	31	280	311	9,894	
Arkansas Territory,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	No return.
Mississippi,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,291	No return since 1812.
Tennessee,*	1819	Dec. 16, 1819,	Feb. 14, 1820,	6	10	26	-	1,927	36,073	38,000	-	-	-	-	-	-	-	78	1,922	2,000	40,000	
Kentucky,†	1817	June 29, 1818,	Sept. 1, 1818,	11	23	96	624	-	-	-	-	8	-	-	-	10	-	-	-	-	52,883	
Missouri Territory,	1817	Nov. 20, 1817,	May 28, 1818,	-	2	11	88	447	6,056	6,503	-	-	-	-	-	-	-	-	-	-	6,503	
Illinois,	1818	Sept. 13, 1818,	Oct. 12, 1818,	-	2	4	30	116	1,915	2,031	-	-	-	-	-	-	-	-	-	-	2,031	
Indiana,	1819	Dec. 20, 1819,	Jan. 21, 1820,	5	10	24	233	911	13,656	14,567	-	3	12	123	135	-	5	21	267	288	14,990	
Ohio,	1819	Feb. 28, 1820,	Mar. 29, 1820,	8	28	89	858	3,191	71,423	74,614	-	9	25	565	580	-	29	110	1,586	1,696	76,890	
Michigan Territory,	1818	Jan. 8, 1819,	Jan. 27, 1819,	-	1	4	23	87	1,473	1,653	-	1	3	32	35	-	1	4	15	19	1,707	
Aggregate,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	882,191	

* Return imperfect; aggregate estimated from the report of the adjutant general.

† No return has been received; the aggregate, &c., as here stated, is taken from a letter of the adjutant general.

ADJUTANT AND INSPECTOR GENERAL'S OFFICE, *March* 15, 1820.

D. PARKER, *Adjutant and Inspector General.*

Abstract of the annual returns of arms, accoutrements, and ammunition, of the militia of the United States, taken from the last returns on file in this office.

STATES AND TERRITORIES.	Years the returns were rendered for.	Muskets.	Bayonets.	Cartridge boxes and belts.	Bayonet scabbards and belts.	Brushes and picks.	Ball screws and worms.	Spare flints.	Ball cartridges.	Rifles.	Powder horns.	Pouches.	Loose balls.	Pounds of rifle powder.	Horseman's pistols.	Swords.	Sword scabbards and belts.	Knapsacks.	Canteens.	Haversacks.	Drums.	Fifes.	Bugles and trumpets.	Tomahawks.	Bullet moulds.	Holsters.
New Hampshire, -	1818	37,210	37,177	16,550	16,152	11,952	37,570	38,170	-	-	-	-	11,000	13,200	1,733	2,941	2,941	10,107	9,285	8,269	507	507	32			
Massachusetts & Maine,	1819	51,906	51,593	45,874	44,001	47,950	-	105,457	884,298	2,692	174	-	62,266	871½	1,819	4,988	-	43,404	-	161						
Vermont, - -	1819	12,380	11,489	10,026	9,446	11,406	-	17,676	-	-	-	-	-	563	1,196	1,093	1,093	9,068								
Rhode Island, - -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		-	-	
Connecticut, - -	1819	22,480	22,363	18,638	14,012	14,598	610	119,219	381,942 } 32,316 lb }	-	-	-	14,100	-	1,686	1,630	1,630	8,861	991	-	463	398				
New York, - -	1819	66,717	60,884	56,411	52,334	16,857	631	55,348	379½ boxes,	10,095	9,921	8,707	67,123	556,48½	4,394	9,271	9,384	8,216	2,983	159	1,717	1,735	66			
New Jersey, - -	1818	13,500	4,503	3,953	3,903	-	-	-	-	460	283	202	-	-	861	2,299	2,299	1,070	523	5	249	231	41			
Pennsylvania, - -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Delaware, - -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Maryland, - -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Virginia, - -	1819	53,867	53,557	24,773	709	50	1,216	2,804	168,415	3,112	1,404	1,299	-	-	2,235	6,891	1,378	10	20	20	203	203	5	45	175	2,158
North Carolina, -	1819	4,768	388	1,708	388	1,113	-	-	2,069	8,171	19,593	346	-	521	779	1,526	1,530	132	-	-	549	536				
South Carolina, - -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Georgia, - -	1819	5,567	5,567	4,840	451	-	-	10,000	-	2,506	2,314	-	2,314	-	600	295	295	-	-	-	30	30	17	-	-	
Alabama, - -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Louisiana, - -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Arkansas Territory, -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Mississippi, - -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Tennessee, - -	1819	4,196	174	301	174	-	-	-	-	12,437	5,682	5,683	-	-	323	1,374	-	-	-	-	272	299	15	-	-	323
Kentucky, - -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Missouri Territory, -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Illinois, - -	1818	236	194	155	12	60	20	2,805	102	1,150	1,152	1,151	8,847	693	24	46	46	1	3	-	12	12	1			
Indiana, - -	1819	794	127	149	29	-	-	13,475	1,584	3,837	3,301	3,236	33,781	698	86	284	77	-	-	-	83	79	1			
Ohio, - -	1819	13,821	2,550	1,950	1,014	2,644	1,779	9,627	867	20,506	14,933	13,161	14,603	550	826	2,097	1,954	164	19	-	644	557	33			
Michigan Territory, -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	

ABSTRACT—Continued.

STATES AND TERRITORIES.	Years the returns were rendered for.	ORDNANCE AND ORDNANCE STORES.																											REMARKS.
		Brass Cannon.						Iron Cannon.																					
		Three pounders.	Four pounders.	Six pounders.	Nine pounders.	Twelve pounders.	Eighteen pounders.	Three pounders.	Four pounders.	Six pounders.	Nine pounders.	Twelve pounders.	Eighteen pounders.	Twenty-four pounders.	Thirty-two pounders.	Sponges and rammers.	Ladles and worms.	Bucols and drag ropes.	Trail handspikes.	Lead aprons.	Ammunition boxes.	Caisons.	Ammunition wagons.	Tumbrils and powder carts.	Sets of harness.	Pounds of cannon powder.	Round shot and shells.	Tons of shot	
New Hampshire,	1818	32	2	-	-	-	-	-	-	15	2	-	-	2	4	49	50	-	44	42	62	-	-	22	33	-	3,006		
Massachusetts & Maine,	1819	99	-	56	-	12	-	-	-	-	2	-	-	-	-	212	165	176	-	-	154	-	-	81	340				
Vermont,	1819	6	2	-	-	-	-	-	4	-	-	-	-	-	-	-	-	-	-	-	-	-	2	2	-	-	-	-	No return of arms, &c.
Rhode Island,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Connecticut,	1819	10	-	13	-	-	-	3	-	29	6	5	-	-	-	49	38	80	49	33	20	-	1	-	43	5,650	2,684		
New York,	1819	99	13	64	16	6	2	-	9	25	18	12	4	57	26	420	419	404	246	139	181	5	17	5	365	309	19,904		
New Jersey,	1818	-	-	-	-	-	-	9	2	13	-	-	-	-	-	26	15	44	25	-	-	1	-	26	26				
Pennsylvania,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	No return of arms, &c.
Delaware,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	No return since 1810.
Maryland,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	No return since 1811.
Virginia,	1819	3	6	3	-	-	-	-	40	150	-	21	-	-	97	114	126	-	40	15	84	2	-	-	26	200	465	48	
North Carolina,	1819																												
South Carolina,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	No return since 1811.
Georgia,	1819	-	-	2	-	-	-	-	-	5	-	-	-	-	-	9	15	18	18	19	18	2	6	1	21	5,986	79,881	-	
Alabama,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	No return of arms, &c.
Louisiana,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	No return of arms, &c.
Arkansas Territory,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	No return.
Mississippi,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	No return since 1812.
Tennessee,	1819	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	No return since 1811.
Kentucky,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	No return.
Missouri Territory,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Illinois,	1818	-	-	-	-	-	-	-	1	-	-	-	-	-	-	3	2	7	5	3	-	-	2	-	-	-	-	-	-	No return of arms, &c.
Indiana,	1819	-	-	-	-	-	-	-	-	4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Ohio,	1819	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Michigan Territory,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	

ADJUTANT AND INSPECTOR GENERAL'S OFFICE, *March* 15, 1820.

D. PARKER, *Adjutant and Inspector General.*

16th Congress.] No. 192. [1st Session.

LOANS OF GUNPOWDER AND LEAD.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, APRIL 6, 1820.

Mr. Sergeant, from the Committee on the Judiciary, to whom was referred a resolution of the 14th March, directing them to inquire whether any, and, if any, what measures are necessary to be taken for the greater security of debts due the United States, in consequence of certain loans of powder, lead, and other munitions belonging to Government, having been made to private citizens by any officer of the United States, reported:

That they have had the said resolution under consideration, and have examined the several cases to which it is supposed more particularly to refer, as they have been communicated to the House by the Secretary of War. The liability of those who have been concerned in these loans is already determined by the contracts, and by the existing laws, and the committee believe that it could not now be increased by any act of legislation. How far it might be proper, by an expression of opinion or otherwise, to endeavor to restrain the practice for the future, it is not referred to the committee to consider. If, however, any provision on this part of the subject be deemed expedient, the committee would respectfully suggest that it belongs more properly to the Committee on Military Affairs, who have the best means of judging what the public service may, in such cases, require.

The remedies already provided by law, for the recovery of the debts growing out of these loans, appear to the committee to be sufficient for the purpose; and the application of them depending, of course, upon a variety of circumstances unknown to the committee, is for the Executive department of the Government.

They, therefore, submit the following resolution:

Resolved, That the committee be discharged from the further consideration of the subject.

16th Congress.] No. 193. [1st Session.

DUELLING.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, APRIL 11, 1820.

Mr. Alexander Smyth made the following report:

The Committee on Military Affairs have, according to order, had under consideration a resolution directing them to inquire into the expediency of providing by law a more effectual remedy to prevent duelling in the army and navy of the United States, and in the District of Columbia, and report:

That the laws of the United States provide that "no officer or soldier shall send a challenge to another officer or soldier to fight a duel, or accept a challenge, if sent, upon pain, if a commissioned officer, of being *cashiered;* if a non-commissioned officer or soldier, of suffering corporeal punishment, at the discretion of a court-martial;" that, "if any commissioned or non-commissioned officer, commanding a guard, shall knowingly or willingly suffer any person whatsoever to go forth to fight a duel, he shall be punished as a challenger; and all seconds, promoters, and carriers of challenges, in order to duels, shall be deemed principals, and punished accordingly;" and that "it shall be the duty of every officer commanding an army, regiment, company, post, or detachment, who is knowing to a challenge being given or accepted by any officer, non-commissioned officer, or soldier, under his command, or has reason to believe the same to be the case, immediately to arrest and bring to trial such offenders."

The committee, therefore, consider the existing law as amply sufficient, if executed, to repress duelling in the army, and, therefore, submit the following resolution:

Resolved, That the Committee on Military Affairs be discharged from inquiring into the expediency of providing by law for a more effectual remedy to prevent duelling in the army and navy of the United States, and in the District of Columbia.

16th Congress.] No. 194. [1st Session.

COMPLAINTS AGAINST THE MILITARY ACADEMY AT WEST POINT.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, APRIL 11, 1820.

Mr. Alexander Smyth made the following report:

The Committee on Military Affairs have, according to order, had under their consideration the petition of Nathaniel Hall Loring, Thomas Ragland, Charles Rutledge Holmes, Charles R. Vining, and Wilson M. C. Fairfax, late cadets at the Military Academy, and report:

That it appears to your committee, by satisfactory proof, that Captain Bliss, then teacher of tactics, did, in October, 1818, maltreat one of the cadets, by throwing him off the railings of the barracks; that the said Captain

Bliss did, in November of the same year, insult another of the cadets by ordering him from his (Captain Bliss's) quarters, and immediately seizing and thrusting the said cadet out of the room; that the said Captain Bliss did, in the month last mentioned, while on battalion drill, rudely take by the collar and pull out of the ranks another of the cadets without any reasonable cause.

The committee avoid expressing an opinion on the conduct of Captain Bliss, further than to say that they approve of the order given by the Secretary of War, relieving him from performing the duty of instructor of tactics at the Military Academy.

The committee further report that one hundred and eighty-nine of the cadets, under the influence of indignant feelings, elected the petitioners a committee to represent to the superintendent of the academy the treatment they had received from the said Captain Bliss; the said committee proceeded to present a remonstrance and charges against the said Captain Bliss; that the superintendent issued an order in which he directs the petitioners to consider themselves in arrest, to absent themselves from the post within six hours, and to proceed directly to the places of residence of their respective guardians; that the petitioners remaining until the next day in the vicinity, were ordered by the superintendent to leave their residence in one hour; that the petitioners, on the 29th of the same month, addressed a memorial to the Secretary of War, who, on the 9th of December, directed that a court of inquiry should convene at West Point to inquire into the transactions aforesaid, which court declared that the before stated charges against Captain Bliss were founded on facts, and also that the mode adopted by the young gentlemen to obtain redress was unmilitary and bordering on mutiny.

The committee further state that the President of the United States being desirous that the petitioners should be recalled to the Military Academy upon their acquiescence, the same was signified to them; that they addressed an apology to the Secretary of War, but persevered in the use of certain expressions which were objected to, and which they were requested to withdraw; that the superintendent exhibited charges against one of the petitioners; that a court-martial was held, who decided that the cadets were not liable to martial law, although the Attorney General gave his opinion that they were so liable.

The committee further report that the President disapproved of the decision of the court-martial; that they had not jurisdiction to try the cadets; and also disapproved of the conduct of the cadets; in consequence whereof the petitioners tendered their resignations, and they were accepted.

Your committee cannot but express their regret that the petitioners, who seem to be high-minded young men of talents and honor, are lost to the army of the United States. They even presume that the President would consider them favorably were they to become candidates for admission into the academy, or for commissions in the army. But they will remark that *obedience and subordination are the essential principles of the army*, which is not the place for the exercise of liberty. Your committee cannot say that the conduct of the superintendent of the Military Academy is altogether "satisfactory" to them, (although they have other ample testimony of his worth as an officer, and fitness for the station in which he is placed.) They suppress their opinion of the conduct of Captain Bliss. They agree with the Secretary of War, that "the redress of military grievances must never be extorted or obtained by *combinations*, which are alike mutinous;" and they agree with the President that "if military orders are not promptly obeyed all discipline is at an end."

As the House of Representatives have already before them a bill providing for the government of the Military Academy, the committee offer the following resolution:

Resolved, That Nathaniel Hall Loring, Thomas Ragland, Charles Rutledge Holmes, Charles R. Vining, and Wilson M. C. Fairfax, have leave to withdraw their petition and documents.

* See No. 176.

16th CONGRESS.] No. 195. [1st SESSION.

TRIAL OF COLONEL WILLIAM KING.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, MAY 3, 1820.

SIR: WAR DEPARTMENT, *May* 2, 1820.

Conformably to a resolution of the House of Representatives, of the 18th of April last, I have the honor to transmit a copy of the proceedings of the court-martial, in the trial of Colonel William King, of the fourth infantry, and a copy of orders and documents connected therewith.

I have the honor to be, very respectfully, your obedient servant,

J. C. CALHOUN.

To the SPEAKER *of the House of Representatives.*

HEAD-QUARTERS DIVISION OF THE SOUTH,

ADJUTANT GENERAL'S OFFICE, NASHVILLE, *September* 2, 1819.

DIVISION ORDER.

A general court-martial will convene at Fort Charlotte, Mobile, Alabama Territory, on the 25th day of October next, or as soon thereafter as practicable, for the trial of Colonel William King of the fourth regiment of infantry, and such prisoners as may be brought before it; the court will consist of seven members and three supernumeraries, as follows, viz:

Brevet Brigadier General Daniel Bissell, President; Lieutenant Colonel William Lindsay, Lieutenant Colonel William McCrea, Major James Bankhead, Lieutenant Colonel M. Arbuckle, Major J. B. Many, Brevet Major A. C. W. Fanning, members; Brevet Major E. Montgomery, Major J. N. McIntosh, Captain Francis L. Dade, supernumerary members; S. D. Hays, Esquire, Judge Advocate of Division.

The attendance of all witnesses is required to be promptly given on the official summons of the Judge Advocate. A suitable non-commissioned officer will be ordered from the fourth infantry, to attend the court as orderly; also, a clerk, to report to the Judge Advocate.

By order of Major General Jackson.

ROBERT BUTLER, *Adj. Gen.*

MOBILE, ALABAMA TERRITORY, *October* 25, 1819.

Pursuant to the foregoing order the following members attended, viz:

Lieutenant Colonel M. Arbuckle, Brevet Major A. C. W. Fanning, members; Brevet Major E. Montgomery, Captain F. L. Dade, supernumerary members.

On the 26th, S. D. Hays, Judge Advocate of division, also attended, who being unable to form a court, and viewing that event uncertain, from the absence of the president and so many members, from whom nothing had been heard, and owing to the prevalence of a malignant fever, which was then raging with great violence in the town, those present thought it most advisable to return to the country to await the arrival of the president of the court and other members, or an order from the general of division on the subject, which was daily expected.

Colonel Lindsay and Major Bankhead, who had arrived at cantonment Montpelier, the first on the 25th, and the last on the 27th October, thought it imprudent and unnecessary to proceed further under the then circumstances of the case.

HEAD-QUARTERS OF THE DIVISION SOUTH,

ADJUTANT GENERAL'S OFFICE, *October* 20, 1819.

DIVISION ORDER.

Information having been received that the yellow fever has visited the town of Mobile, it is, therefore, ordered that the general court-martial required to convene at that place, for the trial of Colonel William King, be convened at cantonment Montpelier as soon as practicable. To prevent any unnecessary delay arising from the absence of General Bissell, which may occur from the state of his health, the officer next in rank will, in that case, preside.

By order.

ROBERT BUTLER, *Adj. Gen.*

In conformity with the above order the following members of the court met, viz:

Lieutenant Colonel Wm. Lindsay, Lieutenant Colonel M. Arbuckle, Major James Bankhead, Brevet Major A. C. W. Fanning, members; Brevet Major E. Montgomery and Captain F. L. Dade, supernumerary members; S. D. Hays, Judge Advocate of Division:

Who, being unable to form a court, were compelled to delay proceeding until the arrival of the members. On the 15th of November, Majors Many and McIntosh arrived at Mobile, from which place they proceeded to cantonment Montpelier, where they arrived on the 18th of November. Major Many alleged, as the cause of his delay, that the state of his health did not admit of a more prompt obedience to the order of the 2d September. Major McIntosh stated, that he did not receive the order of the 2d September until the 30th October, five days after the period at which the court was to have assembled; that when he received it, he was on the military road, and used all diligence to reach the place of session.

CANTONMENT MONTPELIER, MONDAY, *November* 23, 1819.

Court met. Present, Lieutenant Colonel William Lindsay, President; Lieutenant Colonel M. Arbuckle, Major James Bankhead, Brevet Major E. Montgomery, Major J. B. Many, Brevet Major A. C. W. Fanning, Major J. N. McIntosh, members; Captain F. L. Dade, supernumerary member; S. D. Hays, Judge Advocate.

The court being duly sworn, in the presence of the prisoner, proceeded to the trial of Colonel William King, of the fourth regiment United States' infantry, who, being previously asked if he had any objections to the members constituting the court, and replying in the negative, was arraigned on the following charges and specifications, preferred against him by Major John B. Hogan, paymaster fourth regiment United States' infantry, prosecutor.

CHARGE 1. Violation of the fourteenth article of the rules and articles of war, by making and signing a false certificate with respect to his pay.

Specification 1. In this, that the said Colonel King did keep and employ Elijah Holland, a private soldier of the fourth regiment United States' infantry, as his coachman and wagoner, during the months of August and September, 1818, and, at the same time, charging the United States for the pay of two private servants, viz: Cyrus and Tom, and Cyrus and Nan, and certified on his honor that he did not, for and during any part of the said time, (August and September, 1818,) use or employ, in his service, any soldier of the line of the army, as a waiter or servant, thereby certifying and signing a false certificate with respect to his pay.

Specification 2. In that the said Colonel King did receive forage in kind, from the quartermaster of the fourth infantry, during the months of July and August, 1818, at Pensacola, and charged in his pay account for the forage of four horses, for the said months of July and August, 1818, amounting to sixty-four dollars or thereabouts, and certifying, on his honor, that he did not receive forage in kind for and during any part of the said time, viz: the months of July and August, 1818, thereby signing a false certificate with respect to his own pay.

Specification 3. In this, that the said Colonel King did charge in his pay account for double rations, as commanding officer of the 8th military department east of the Alabama, for the months of October and December, 1818, and January, 1819, for the whole period, although he was absent out of the department on the 6th October, 1818, and on the 3d and 4th days of January, 1819, at Mobile, and 2d, 3d, and 4th days of December, 1818, travelling to and from, and remaining at St. Stephen's, and made no deductions, nor gave any credit, but did certify, on his honor, his account to be accurate and just, when, in fact, he had overcharged.

CHARGE 2. Conduct unbecoming an officer and a gentleman.

Specification 1. That the said Colonel King did enter into private contracts with certain non-commissioned officers of his regiment, to become overseers of his negroes, and discharged them several months anterior to the

expiration of their term of service, viz: Sergeant William Gary about five months, Sergeant Joel Whetten about three months, and Sergeant Latta one month.

Specification 2. That the said Colonel King did charge, in his pay account of August and September, 1818, for two private servants, and certified, on his honor, that he did not use or employ any soldier of the line of the army for and during said period, when, in fact, he did keep and employ Elijah Holland, a private of the fourth infantry, as his coachman and wagoner, during the months of August and September, 1818.

Specification 3. In this, that the said Colonel King certified, on his honor, that he did not receive forage in kind, for or during the months of July and August, 1818, thereby to draw from the paymaster of the fourth infantry the allowance in money, when, in fact, he did draw forage in kind.

Specification 4. In this, that the said Colonel King did write a letter to John B. Hogan, paymaster of the 4th infantry, on or about the 14th of January, 1819, and forwarded it by Corporal Clarke, couched in the following words and figures, and which is hereto attached, and makes part of this specification, viz:

MY DEAR SIR:

I set out for Pensacola to-morrow, and must ask of you the loan of $300 until pay day. The failure to sell my cotton will lay me under the necessity to use here part of the money I had intended to lay out in Maryland for negroes. This I must raise by letting Nelson have a bill on Baltimore for $1,000; but, as it is possible he may be unable to raise all the money, will you assist us by making him an advance until pay day, out of which you shall be refunded what you have been so good as to loan me?

Yours sincerely,

W. KING.

To Major J. B. HOGAN, *Montgomery.* (*Per Corporal Clarke.*)

Thereby inducing the said J. B. Hogan, paymaster, to accommodate him, the colonel of his regiment, with $1,000; and, the month following, contrary to every principle of the gentleman and man of honor, he, the said Colonel King, among other charges preferred against the said John B. Hogan, produces that of a violation of the thirty-ninth article of the rules and articles of war, and specifies this particular act of friendship as a public crime.

Specification 5. In this, that the said Colonel King, contrary to his duty as an officer, and in violation of the principles of a gentleman, did, on or about the 2d March, 1819, obtain from Lieutenant A. M. Houston, acting assistant deputy quartermaster general, duplicate receipts for the sum of $1,677, or thereabouts, of public money, and, in fact, only handed over to the said Houston the sum of $1,477, in cash, and his own due bill for $200, which due bill he neglected, as a gentleman, to lift, for several months; thereby putting it out of the power of the said Lieutenant Houston to pay the debts due by the United States in the east section 8th military department, east of the Alabama, and of which department the said Colonel William King had then the command.

Specification 6. That the said Colonel King has, at different times, and in many places, indulged himself, in an unofficer and ungentlemanly-like manner, in speaking in the most contemptuous terms of the military talents and qualifications of Major General E. P. Gaines, his immediate commanding officer.

CHARGE 3. *Violation of the thirty-ninth article of the rules and articles of war, by the misapplication of public funds.*

Specification 1. That the said Colonel King did, on or about the 1st March, 1819, order Lieutenant A. M. Houston, acting assistant deputy quartermaster general, to pay Sergeant Childress, of the 4th regiment United States' infantry, the sum of thirty dollars, which he alleges was for the apprehension and delivery of Neil Cameron, a private of the 1st battalion company 4th regiment infantry, when, in fact, said Sergeant Childress had put the said Cameron to death, on or about the 16th day of September, 1819, in the woods, sixteen or seventeen miles from Pensacola, and had never delivered him to any officer of the United States' army, as the regulation required, but left him unburied where he had shot him, of all which circumstances said Colonel King was well apprized.

Specification 2. In this, that the said Colonel King did order and direct Lieutenant A. M. Houston, acting assistant deputy quartermaster general, in the eastern section 8th military department, on or about the 26th day of October, 1818, to pay Messrs. Nelson & Randolph, sutlers 4th regiment United States' infantry, the sum of $500, which was accordingly paid out of the public money placed in the hands of the said Lieutenant Houston for the use of the quartermaster general's department, in the east section 8th military department, east of the Alabama, and which $500 was not due by the United States to the said firm of Messrs. Nelson & Randolph, but was due by the said Colonel King, on his own private account, with the said sutlers, and had no connexion whatever with the public service.

Specification 3. That the said Colonel King, on or about the 29th November, 1818, did direct Lieutenant A. M. Houston, acting assistant deputy quartermaster general in the east section 8th military department, east of the Alabama, to pay to Messrs. Nelson & Randolph, sutlers of the 4th infantry, the sum of *one thousand dollars, in specie*, out of the public fund which Lieutenant Henry Wilson, adjutant of the 4th infantry, was ordered to receive and convey from New Orleans, for the use of the quartermaster general's department at Pensacola; the said sum of $1,000 not being due by the United States to said sutlers, but was to repay them, for the sum of $1,000, in Georgia or other notes, which had been lent by said sutlers to the said Colonel King, 4th United States' infantry, to enable him to commence his speculations in Pensacola property.

Specification 4. In that the said Colonel King, being ordered to take charge of a company or party of recruits of the 4th infantry, and being authorized to employ water transportation for the same from Baltimore to the Alabama Territory, did charter the ship General Hand, of Baltimore, Captain McNeil, and did ship on board the said vessel, and transport, at the public expense, thirty negro persons, (slaves,) or thereabouts; a large quantity of flour and other provisions, a part of which he speculated on, and sold on his arrival in Mobile; a heavy carriage, which he immediately shipped for New Orleans for sale; and a large quantity of salt fish, and four wagon loads of household furniture, consisting of a side-board, tables, chairs, &c.; and the destination of said company or party of recruits being altered from Mobile to Point Petre, or Amelia island, yet, nevertheless, the said Colonel King did, on the part of the United States, give the owners of said vessel the additional sum of $1,175 to convey the said company to its place of destination, Point Petre, and then to proceed, with himself, his family, negroes, and freight, alone, to the town of Mobile, Alabama Territory; and for which latter service the United States was thus made to pay for the said Colonel King's private purposes the sum of $1,175, or thereabouts.

Specification 5. That the said Colonel King, having arrived in the town of Mobile, in the month of December, 1817, or January, 1818, on board of the ship General Hand, did take possession of a United States' schooner, the Amelia, and ship on board her his family, his negroes, his furniture, &c., and convey them from the town of Mobile to the bayou near Fort Montgomery, Alabama Territory, all at the expense of the United States, although the said Colonel King was then under orders to join his regiment, which was well known to be at Fort Scott, and not at Fort Montgomery.

CHARGE 4. *Neglect of duty and unofficer-like conduct.*

Specification 1. In that the said Colonel King did neglect, fail, and refuse, although thereunto requested, to investigate the cause and manner of the death of Charles Mason, a private of the 8th battalion company 4th regiment United States' infantry, who was drowned in the harbor of Pensacola, on or about the 2d September, 1818, while undergoing a ducking, which was carried to such excess as to deprive him of life, and was inflicted by order of Lieutenant Lear, and executed by Sergeant Lewis Starks, without the form or authority of a court-martial, and entirely on his own responsibility; and although Major Dinkins, then commanding in Pensacola, immediately arrested the said Lieutenant Lear, and confined the sergeant until the return of said Colonel King from Montpelier, yet, nevertheless, the said Colonel King, on his return, totally failing, refusing, and neglecting to do his duty as an officer, had them both released, without any trial or legal investigation whatever.

Specification 2. In that the said Colonel King, being then commanding officer of the province of West Florida, did fail, refuse, and neglect to cause an immediate inquiry into the circumstances attending the death of Neil Cameron, a private and deserter from the 1st battalion company 4th infantry, who was, in the most cruel and inhuman manner, put to death on the 16th September, 1818, by Sergeant Childress, of the 7th battalion company, in or about sixteen or seventeen miles from Pensacola, West Florida, although said Cameron had made no resistance, but begged to be taken back, and punished according to the nature of his offence, by the sentence of a general court-martial.

Specification 3. In this, that the said Colonel King, commanding officer of the province of West Florida aforesaid, on or about the 27th day of August, 1818, at Pensacola, did neglect, fail, and refuse to see justice extended to Benjamin Tackwell, late a private of the 4th regiment United States' infantry, who had honestly served out his term of enlistment to within a few days, and, in consideration thereof, was furloughed, and discharged from service; and, after he had left the town of Pensacola, was pursued, overtaken, and brought back, by a command ordered by Lieutenant Lear for that purpose, and carried to his (said Lear's) room, stripped, and compelled to receive on his *bare* back fifty lashes, contrary to the laws of the United States, and without the form or authority of a court-martial; which arbitrary, cruel, and ignominious punishment was inflicted on the said Tackwell, after he had been, in effect, discharged, and without any good or sufficient cause; and he was then compelled to serve out the full term of his enlistment.

Specification 4. In this, that he, the said Colonel King, did encourage and enforce, in an unofficer-like manner, contrary to the laws of the United States, and the rules and articles of war, the infliction of corporeal punishment, by stripes and lashes, by issuing and promulgating an order, on or about the 10th August, 1818, at Pensacola, and otherwise, to this effect: that every man found out of his quarters between tattoo and reveille, should receive fifty lashes, and be confined on bread and water in the black hole for the space of one month.

Specification 5. That the said Colonel King, contrary to his duty as an officer, and in defiance of the laws of the United States, and the rules and articles of war, in their meaning and spirit, as regards the infliction of corporeal punishment by stripes or lashes, did, on or about the 31st day of August, 1818, at Pensacola, permit, carry, or cause to be carried into effect, so much of his said department order of the 10th of August, 1818, as related to the inflicting of fifty lashes on the person of John McCleary, a private of Captain Cummins's company, 4th infantry, which was executed accordingly, although the said McCleary's term of service had actually expired.

Specification 6. That the said Colonel King, contrary to his duty as an officer, and in contravention of the rules and articles of war, and the meaning and spirit of a law of the United States, passed by the Congress thereof, on the 16th day of May, 1812, sec. 7, which repeals the law authorizing the infliction of corporeal punishment by stripes or lashes, did, in defiance of said law, and in disregard of his duty as an officer, sanction the proceedings of a regimental court-martial, whereof Captain Gale, of the 4th infantry, was president, convened on the 16th of June, 1818, at Pensacola, before which court were tried Corporal Roberts, and private Whitty, of the 4th regiment United States' infantry, who were both convicted, and sentenced to receive, viz: Corporal Roberts twenty-five lashes on his bare back, and private Whitty to receive, privately, forty-five lashes on his bare back; which said sentence and proceedings were approved on the 19th June, 1818, in orders by the said Colonel King, there and then being commanding officer, and was carried into effect, except such part as related to the infliction of twenty-five lashes on Corporal Roberts, which the said Colonel King was pleased to remit, when, in fact, it was the duty of the said Colonel King, as commanding officer, to have disapproved of the whole proceedings and sentence, and called the attention of the court to the laws of the United States, and the rules and articles of war, and to have enforced a strict conformity to them in every part of the department under his command.

Specification 7. In this, that the said Colonel King, contrary to his duty as an officer, and in open violation of the laws of the United States, and the rules and articles of war, in their true meaning and spirit, did, on or about the 29th day of June, 1818, sanction, in department orders, the proceedings of a general court-martial, whereof Captain John McIntosh was President, and Lieutenant H. Wilson, Judge Advocate, before which said court was tried W. Newby, a private of the fourth infantry, on the charge of desertion, and found guilty, and sentenced to have his head shaved, his left ear cut from his head, and to receive on the grand parade in Pensacola fifty lashes on his bare back, and then drummed out of service; which said proceedings and sentence the said Colonel King, then commanding the eastern section, eighth military department, did approve, but was pleased to remit, except the fifty lashes which he ordered to be carried into immediate effect, and the prisoner to return to duty.

Specification 8. In this, that, on or about the 29th day of June, 1818, the said Colonel King, then commanding the east section, eighth military department, and acting civil and military Governor of West Florida, did sanction, in department orders, the proceedings of a general court-martial, whereof Captain John McIntosh, fourth infantry, was President, and Lieutenant H. Wilson, Judge Advocate, before which court was tried private Henry Benner, of the eighth battalion company, fourth infantry, charged with desertion, and to which charge the prisoner pleaded guilty; and was sentenced to have his head shaved and receive fifty lashes on his bare back, and then drummed out of service; and the said Colonel King, contrary to his duty as an officer, and in open violation of the laws of the United States, and the rules and articles of war, did approve of said sentence, and ordered so much of it carried into effect as related to the inflicting of the corporeal punishment, and compelled the prisoner to receive fifty lashes and return to duty.

Specification 9. In that the said Colonel King, commanding officer as aforesaid, did neglect and fail to take any steps whatever to prevent the frequent and open violations of the laws of the United States, and the rules and articles of war, by the infliction of corporeal punishment within his command, from the 1st of June, 1818, to the 1st of February, 1819, while the fourth regiment of United States' infantry was stationed in Pensacola, but, on the contrary, did sanction, in orders, the frequent proceedings of regimental courts-martial within his command, which were in direct violation and disregard of a law of Congress, in its true spirit and meaning, and contrary to the rules and articles of war, which prohibits the infliction of corporeal punishment.

Specification 10. In this, that the said Colonel King did issue an order, on or about the 19th June, 1818, while acting civil and military Governor of West Florida, establishing a quarantine law, that every vessel arriving from the Havana, Mobile, and New Orleans, &c. should ride out a certain number of days below gunshot of the

Barancas, and did enforce this order (as he alleges) to prevent the introduction of infectious diseases, to the entire loss and destruction of one or more vessels, which came there unprepared for riding out a quarantine, and afterwards, the said Colonel King, in an unofficer-like manner, did order (viz. in the month of July) a vessel direct from New Orleans to ascend to the town, without undergoing any quarantine, for no other reason but that she had a carriage on board belonging to the said Colonel King, commanding, &c.

Specification 11. In this, that the said Colonel King, contrary to his duty as an officer, and in open violation of the laws of the United States, and the rules and articles of war, on or about the 1st of August, 1818, did issue a verbal order to the acting adjutant of the fourth infantry, Lieutenant Sands, then stationed at Pensacola, to select two confidential non-commissioned officers, and a suitable command for each, and send them in pursuit of some men of the fourth infantry, who were reported as having deserted, and if taken within the limits of the province of West Florida instantly to have them put to death; but to be careful not to infringe on the civil laws of the Alabama Territory, for, if taken above the line, they must be brought back; and the said Colonel King, in an unofficer-like manner, and in total disregard of the laws of the United States, and rules and articles of war, did continue, and cause to be continued in force, the aforesaid verbal order, issued as aforesaid, both at the Barancas and Pensacola, during the whole period that those posts were occupied by the American troops, and until a private and deserter of the first battalion company (Neil Cameron) was overtaken by Sergeant Childress and his command, on or about the 16th day of September, 1818, within seventeen or eighteen miles of Pensacola, and there shot; although the said Cameron made no resistance, but, on the contrary, begged to be taken back and put on his trial, and punished as a general court-martial might direct.

Specification 12. In that the said Colonel King, contrary to his duty as an officer, did, from time to time, and at different times, viz:

Keep and employ at work the soldiers (mechanics) of his regiment, the fourth infantry, in making, for his own private use, a variety of articles not warranted by any law of the United States, nor the rules and articles of war, viz: a wagon, worth nearly one hundred dollars, for the use of his plantation; ploughs for the same, and boots and shoes for his family.

Specification 13. In that the said Colonel King did, on or about the 14th day of February, and 11th day of May, 1819, give an order to purchase provisions, on account of the failure of the contractor, and instead of imposing the necessity of being particular in obtaining them as cheap as possible, did, on the contrary, make use of unofficer-like language to the officer or officers who had been ordered to purchase; saying he did not care a damn what the rations cost the contractor, but to get them at any price, as it made no difference to him if they cost a dollar per ration, or words to that effect.

Specification 14. In that the said Colonel King did fail and neglect to give orders in time to purchase provisions for the use of the troops at cantonment Montpelier, until the said troops were destitute of provisions, or nearly so, and then not allowing time enough to have the contract advertised, and the provisions purchased at a reasonable price, viz: in the months of February, March, and May, 1819, the purchases having been made by Lieutenants Houston, Heronimus, and Delany, to neither of whom was sufficient time allowed to go into the market, advertise, and make the purchases at a fair price.

The consequence was those officers were compelled to give the contract to such persons as were prepared, knowing of the necessity of the post, and had calculated accordingly.

Specification 15. In this, that the said Colonel King, of the fourth United States' infantry, in an unofficer-like manner, and in contravention of the good of the service, has frequently given the men of the fourth regiment of infantry furloughs for several months immediately preceding the expiration of their term of service, and, at the same time, gave them discharges so dated, as to take effect at the termination of the time limited in their accompanying furloughs, which was, in effect, to all intents and purposes, giving them discharges so many months before their term of service had actually expired, viz: The said Colonel King, of the fourth United States' infantry, did, in this way, in effect, and in fact, at cantonment Montpelier, between the 10th of March, and 20th of August, 1817, discharge Sergeant William Gary, of the fourth infantry, about five months anterior to the expiration of his term of service, and Sergeant Joel Whetten, fourth infantry; between the 10th August, and 1st of December, 1818, about three months before his term of service had expired.

CHARGE 5. *Violation of the thirty-first articles of the rules and articles of war.*

Specification 1. In this, that the said Colonel William King, commanding the fourth infantry, at Montpelier, on or about the —— day of September, in the year 1817, did lay a duty or imposition of five per centum on all the moneys collected for goods sold by Messrs. Nelson & Randolph, sutlers of the fourth regiment of infantry, to the non-commissioned officers, musicians, and privates of the fourth regiment of the United States' infantry, and, contrary to his duty as an officer, and in open violation of the rules and articles of war, did demand, compel, and enforce the payment (through his adjutant) of the aforesaid duty of five per centum, thereby compelling the soldiers of the fourth infantry to pay five per cent. more for the goods they bought of the sutlers, than they could be obtained for in other stores in the country, which duty was to be expended, as he alleges, in support of a band, but never publicly accounting for the same.

Specification 2. In this, that the said Colonel King, contrary to his duty as an officer, and in violation of the rules and articles of war, did, by his own authority, and upon his own responsibility, lay a duty of five per centum on all the collections made by the sutlers of the fourth infantry, of the non-commissioned officers, musicians, and privates of said regiment, which duty bore peculiarly hard on the soldiers, inasmuch as it was partial and unequally laid, and has not extended to the collections made off the commissioned officers of the said fourth United States' regiment of infantry.

J. B. HOGAN,
Paymaster 4th Reg. Infantry.

The prisoner being called upon to make his plea, objected to plead to the following specifications, viz:

Third specification, 1st charge; first specification, 2d charge; sixth specification, 2d charge; fourth specification, 4th charge; sixth, seventh, eighth, and ninth specifications, 4th charge; twelfth specification, 4th charge; thirteenth specification, 4th charge; fifteenth specification, 4th charge; first and second specifications, 5th charge; and offered document marked A as his reason for objecting.

The Court, after mature deliberation, decided that the prisoner shall not plead to the third specification, 1st charge; shall plead to the first specification, 2d charge; shall not plead to the sixth specification, 2d charge; shall plead to the fourth specification, 4th charge; shall plead to the sixth, seventh, eighth, and ninth specifications, 4th charge; shall not plead to the twelfth specification, 4th charge; shall not plead to the thirteenth specification, 4th charge; shall plead to the fifteenth specification, 4th charge; shall plead to the first and second specifications, 5th charge.

The prisoner then pleaded "NOT GUILTY."

Major J. B. Hogan, paymaster of the fourth infantry, a witness for the prosecution, being duly sworn, says, that he joined the regiment as paymaster at Pensacola, about the last of July, or first of August, 1818; a few days afterwards he was at the front door of Captain Barron's hotel, General Gaines's quarters, when Colonel King's carriage drove up with Mrs. King in it, and Elijah Holland, a private soldier of the fourth infantry, driving her. Witness remained in Pensacola a week or ten days, during which time he saw once, twice, or thrice, Colonel King riding about the town in his carriage with said Holland driving it. Witness paid Colonel King his pay account, for the months of July and August, in which he paid him for two private servants, Cyrus and Tom.

Elijah Holland, a late private of the fourth infantry, a witness on the part of the prosecution, being duly sworn, says, that, some time in the months of July and August, he was detailed by the adjutant of the regiment to attend in the public garden; that Colonel King told him to help his boy take care of his (Colonel King's) horses; that he took care of the garden and horses all at one time; that he only fed and watered the horses; that Colonel King asked the witness to drive his carriage just to ride out; that he used to drive Colonel King's carriage once or twice a week, sometimes not so often, but does not remember how many times. Witness states, when Colonel King was about to come up to Montpelier, he sent his orderly to Captain McIntosh to let the witness come up with him; that the orderly came back and told the Colonel he might have witness to take with him to drive his carriage; that he drove the carriage up to Montpelier, and the next morning Colonel King asked him to drive a wagon to Little River, to get a load of corn and fodder; that he done so, and came back that night, and next day hauled some rails; that he drove the wagon about two days; that he never done any thing more for Colonel King.

Question by the court. How long were you employed in taking care of Colonel King's horses, and driving his carriage, before you came up to Montpelier?

Answer. Some time about the last of July I commenced taking care of his horses.

Question by the court. Did you continue to take care of the colonel's horses until you came up to Montpelier?

Answer. I did.

Question by the court. What time did you leave Pensacola for Montpelier?

Answer. On the last day of August.

Question by the prisoner. How long have you been employed in the mess gardens? When Colonel King arrived at Pensacola with his family, had you, prior to that time, done any personal service for Colonel King?

Answer. About four days before Colonel King came to the witness in the garden; that Colonel King had not his family with him at that time; that previously he had done no personal service for Colonel King.

Question by the prisoner. Did you take any care of Colonel King's horses prior to his purchasing, at a public sale, a bay mare and sorrel horse? What horses had Colonel King anterior to that time at Pensacola?

Answer. I did not; but Colonel King had then a sorrel horse and an Indian pony.

Question by the prisoner. At what hour did you drive out my carriage at Pensacola? and how far did we usually ride?

Answer. About four o'clock in the evening; and we usually rode about half a mile.

Question by the prisoner. Were you not sick in your company quarters when Colonel King sent to know if you were well enough to drive his carriage to Montpelier? and had not old Rogers been detailed as gardener in your place?

Answer. I was on the sick report, but not in quarters; and Rogers had been detailed as gardener at that time.

Question by the prisoner. When you arrived here, did you not report yourself to the corporal in charge of the cantonment? and were not all or the greater part of the men then here, sent for the forage on the day you mention to have driven Major Blue's wagon for me?

Answer. I did not until the evening of the second day, and there was a man sent out at that time.

Question by the prisoner. From whom did you receive the forage?

Answer. From Colonel King's negro boy Tom.

Question by the prisoner. Were not the rails hauled to run a fence across the garden at Col. King's quarters?

Answer. They were hauled to or near Colonel King's quarters.

Question by the prisoner. How many private servants had Colonel King at Pensacola? and what servants of his did you find in charge of his quarters at this place on his arrival?

Answer. He had three servants, a boy and two women, at Pensacola, and one woman and one man at Montpelier?

The court adjourned to meet to-morrow at nine o'clock, A. M.

Tuesday, *November* 23, 1819.

The court met pursuant to adjournment: Present, Lieutenant Colonel William Lindsay, President; Lieutenant Colonel M. Arbuckle, Major James Bankhead, Brevet Major E. Montgomery, Major J. B. Many, Brevet Major A. C. W. Fanning, Major J. N. McIntosh, members; Captain F. L. Dade, supernumerary member; S. D. Hays, Judge Advocate.

Elijah Holland, a witness, previously sworn before the court, being present—

Question by the prisoner. How long before the August muster did you cease to do duty in the mess garden?

Answer. About the middle of August.

Question by the prisoner. Did you take any care of Colonel King's horses, and drive his carriage, after you went on the sick report, until the evening before we set out for this place?

Answer. I did not take care of his horses, but I drove his carriage once or twice.

Question by the prosecution. From whom did you receive the forage at Pensacola that you fed Colonel King's horses with?

Answer. I got it at Colonel King's quarters.

Question by the prosecution. Do you know who obtained the forage, and where he got it from, that was in Colonel King's stable?

Answer. I do not.

Mr. Patton, a merchant of Mobile, a witness on the part of the prosecution, being duly sworn, states, as to the 4th and 5th specifications, 3d charge, that when Colonel King arrived at Mobile, about the 17th of December, 1818, he desired witness to sell for him six barrels of pork and ten of salt fish, which were brought out on board the General Hand. The colonel remarked he had brought out the articles for his own use; that having more than he wanted, desired witness to sell them.

Question by the prosecution. Did Colonel King tell you what he paid for the pork and fish in Baltimore, and what he must receive for them at Mobile? and did he not tell you he must have six dollars per barrel for the pork in advance of what he gave in Baltimore?

Answer. Colonel King stated the pork cost him twenty-four dollars in Baltimore, and directed it to be sold for twenty-five or thirty dollars, and it was sold accordingly for thirty dollars.

Question by the prosecution. Is the paper you hold in your hand a correct transcript of your account with Colonel King of the sales you made of the pork and fish you sold for him?

Answer. It is a correct transcript. (See document marked No. 3.)

Question by the prisoner. Have you no recollection of sending the fish up in a barge to Colonel King's plantation on the Alabama, or delivering it to Mr. Gary, then Colonel King's manager?

Answer. I sent some negroes up some time afterwards, whom I had hired of Colonel King, but have no recollection of sending any fish.

Question by the prisoner. Do you recollect the difficulty which Colonel King had in procuring transportation from Mobile to Montgomery, in December, 1817? and was it not in consequence of Colonel King being unable to take the fish and pork with him that they were left with you to sell?

Answer. It was pretty difficult to get transportation, but have no recollection that this was assigned as a reason why the articles were sold.

Question by the prisoner. Do you recollect the state of the roads and watercourses between this place and Mobile, in the month of December, 1817?

Answer. I recollect that it was a very rainy season, and the roads very bad generally.

Major Hogan, paymaster 4th infantry, a witness on the part of the prosecution, being previously sworn, and now present, states, as to the 2d specification, 1st charge, that he paid Colonel King money in lieu of forage for the months of July and August, 1818, amounting to sixty-four dollars, or thereabouts; as to the 1st specification, 2d charge, that Sergeant Whetten, of the 4th United States' infantry, called on him for his pay about three months before said Whetten's term of service had expired; that he objected to pay him, but Whetten then produced a furlough, to include the expiration of his term of service, and a discharge and duplicate certificates, for his pay; his discharge was so dated as to take effect at the expiration of his furlough; that on these documents he made him the payment. The witness is of opinion the discharge was signed by Colonel King some time about the last of November or first of December, 1818; witness was at Colonel King's quarters, speaking on the subject of overseers; Colonel King observed he did not think Whetten would return, that he had overstaid his time, and he should be under the necessity of getting some other person to oversee for him; witness does not recollect whether it was at this or another time, when Mr. Randolph was present, that Colonel King asked the opinion of Mr. Randolph whether Riley would suit him; but in the conversation Colonel King again stated he did not think Whetten would return, and that he would be under the necessity of getting Riley. With regard to Sergeant Latta, witness recollects to have paid him about a month before his term of service expired. As to specification 2d of charge 2d, witness has already testified; and as to the 4th specification, 2d charge, witness states he received from Colonel King a letter, (see document marked No. 4,) on the receipt of which letter he answered it, and sent Colonel King the three hundred dollars requested, and informed Colonel King that he would let Nelson have the money for his accommodation, as required; that on the next evening Nelson came to Montgomery; that witness and Nelson had a conversation, in the course of which the subject of letting Colonel King have the money was mentioned; witness informed Nelson that he would let him have the money, and did so accordingly; at the same time Nelson presented witness with a letter from Lieutenant Hall, requesting witness to send him money, and also a request from Dr. Elliot and some other officers, who wanted money likewise; upon which witness forwarded by Nelson five hundred dollars to the officers at Pensacola, in addition to the one thousand dollars furnished Nelson for Colonel King. In the month of February following Colonel King arrested witness, and, among other charges preferred, was that of a violation of the thirty-ninth article of the rules and articles of war, and this particular circumstance was made one of the specifications against witness, as appears by document marked No. 4. With regard to the 4th specification, 3d charge, witness states, that when he arrived at Montgomery, about the last of February, 1818, he had a conversation with Colonel King about bringing their respective families to this country; witness was complaining with respect to the trouble and expense of getting out, when Colonel King remarked that if witness had been at Baltimore when he sailed, he might have got out without cost, for he had brought out his family in the ship General Hand to Mobile without costing him any thing. Some short time after arriving at Montgomery witness's family obtained a barrel of flour from Colonel King's family, for which he paid Colonel King about ten or twelve dollars. With respect to the furniture which Colonel King brought on in the General Hand, he saw it packed up at Colonel King's quarters, and thinks there must have been about the quantity charged in the specification.

As to the 1st specification, 4th charge, witness informed Colonel King that he understood a soldier by the name of Mason had been drowned at Pensacola, while undergoing a ducking, and that Major Dinkins had placed Lieutenant Lear in arrest, and confined Sergeant Starks. Colonel King replied he knew there was a man by that name, but was uninformed as to the circumstances; supposed it was an accident. Some time after this, in the month of October, Colonel King and witness were riding to Blakely, and, conversing on the subject of the arrest of Lieutenant Lear and Sergeant Starks, Colonel King stated he differed with Major Dinkins in opinion, and had them both released. As to the 11th specification, 4th charge, witness states he was sitting in front of the officers' quarters at Pensacola some time in the beginning of August, when an officer reported a man or men as having deserted. Colonel King directed Lieutenant Sands, adjutant, to select one or two non-commissioned officers with suitable commands, and send them in pursuit of said deserters; and if they were taken within the province of West Florida, to put them to death; but if taken above the line, to have them brought back. Shortly after witness left Pensacola, and remained generally at Montgomery, and while there saw a number of parties in pursuit of deserters, and, on examining their orders, found they generally read in this way—that if taken in the province of West Florida, to shoot them; but if above the line, to have them brought back. With regard to the 15th specification, 4th charge, witness says, in addition to what he had before deposed, he has in a number of instances paid soldiers, who had furloughs up to the expiration of their terms of service, and accompanying discharges corresponding in date to their furloughs, generally about a month before their term of enlistment had expired.

Question by the prisoner. At what period was it, that you was in the habit of examining orders of parties sent in pursuit of deserters at Montgomery, and by whom were they signed?

Answer. It was between August, 1818, and February, 1819, and they were generally signed by the acting adjutant.

The court adjourned, to meet to-morrow, 9 o'clock, A. M.

Wednesday, *November* 24, 1819.

Court met: Present, Lieutenant Colonel William Lindsay, President; Lieutenant Colonel M. Arbuckle, Major James Bankhead, Brevet Major E. Montgomery, Major J. B. Many, Brevet Major A. C. W. Fanning, Major J. N. McIntosh, members; Captain F. L. Dade, supernumerary; S. D. Hays, Judge Advocate.

Captain Joseph Shomo, 4th United States' infantry, being duly sworn, says: he arrived in Baltimore about the last of October; Colonel King was not there, but came on in a few days, and told witness the destination of the troops was changed to Point Petre; that, the next morning, Colonel King went on to Washington City and returned to Baltimore, where we remained until the 13th November, when the troops were embarked on board the ship General Hand; we sailed from thence to Point Petre, where we arrived about the last of the month; after our arrival, we remained two days on board, when the recruits and baggage of the detachment were taken ashore; the General Hand laid there a day or two waiting for a wind; she then sailed with Colonel King, and his family on board, for Mobile, as was said; there were twenty or thirty negroes on board, the property of Colonel King, which negroes sailed with him from Point Petre.

Question by prosecution. What number of soldiers was shipped on board the General Hand when you sailed in her, and who had the command of them?

Answer. Between sixty and eighty soldiers, and Lieutenant Wager was the senior officer.

Question by prosecution. Where did you understand Colonel King was, on our arrival in Baltimore?

Answer. I understood he was on the Eastern Shore of Maryland, or on his way from thence to Baltimore, with his family.

Question by prosecution. Did Colonel King state to you, when he first informed you of the alteration of the order with respect to the movement of that detachment or company of recruits, that it had played hell with his arrangements, or words to that effect, and that he must go to Washington to make some arrangements?

Answer. He stated that it had interfered very much with his arrangements, for he had made arrangements to sail to Mobile; that he must go on to Washington to see General Parker on the subject, or the Secretary of War.

Question by prosecutor. Do you recollect how many soldiers sailed from Point Petre to Mobile, in the General Hand, with Colonel King, and for what were they brought to Mobile, and was not the 4th regiment then at Fort Scott?

Answer. Colonel King observed he would take the musician Enright, and three or four others, with him, and attach them to the band; but does not know whether the 4th regiment was then at Fort Scott.

Question by prosecutor. Do you know what the orders were which were generally given to parties sent from Pensacola in pursuit of deserters, from the time of your joining the regiment last fall, to the removal of the troops to this post, in February?

Answer. I do not; but saw an order, signed by Lieutenant Wilson, acting adjutant, directing them to be put to instant death if they attempted to escape or resist; which order was written by Lieutenant Wilson, whilst I was in command, pursuant to my direction to him to write such an order, as was usual in like cases at that post.

Question by prisoner. Was not the ship General Hand weather-bound for several days previous to our sailing from Baltimore?

Answer. I understood so, but was not on board until the day on which she sailed.

Captain J. H. Gale, of the 4th infantry, being duly sworn, says, as to the 6th specification, 4th charge, that he was president of the court which tried Corporal Roberts and private Whitty, and sentenced them to the punishment described in the said specification; that the sentence of Corporal Roberts, as to the infliction of corporeal punishment by stripes and lashes, was remitted, and that of Whitty was carried into effect, by order of Colonel King.

Question by prosecutor. What has been the practice in the 4th regiment infantry, with respect to the punishment of the soldiers by regimental courts-martial? Has it not always been a practice to flog, and have you ever known an instance in which the colonel has disapproved the practice of flogging, in orders, or called the attention of a court to the law of the United States which repeals the infliction of corporeal punishment?

Answer. It has generally been the practice to flog, and I do not know that Colonel King ever disapproved the practice, or called the attention of a court to the law repealing the infliction of corporeal punishment by stripes or lashes, but has frequently remitted the punishment.

Question by prosecutor. Was you with the 4th regiment infantry, during the year 1817 and part of 1818, and where was the regiment stationed in the months of October and November, 1817?

Answer. I was with the regiment in 1817, and part of 1818, and the regiment marched from cantonment Montpelier, about the 20th October, for Fort Scott, where it arrived some time in November or December, 1817.

Question by prosecutor. Was Colonel King with the regiment at that time, or expected to join?

Answer. He was not with the regiment, and I do not know whether he was expected or not.

Brevet Major E. Montgomery, a witness in behalf of the United States, being duly sworn, says, with respect to orders given to parties sent out in pursuit of deserters, that, some time in the fall of 1818, he examined the order of a corporal who reported to him, at Montgomery, in pursuit of one or two deserters from Captain Jones's company, 1st regiment infantry, and his orders were, in case he overtook them, to put them to instant death; his order was signed by Colonel Brook, then commanding at Barancas. On another occasion, a non-commissioned officer, sent in pursuit of one or more deserters from Pensacola, reported to him his orders were, in case they attempted to resist or escape, to make good use of his arms. This order was signed by Major Dinkins, then commanding at Pensacola.

Lieutenant A. M. Houston, a witness in behalf of the United States, being duly sworn, says, as to the 5th specification 2d charge, that Colonel King paid over to him, about the 2d of March, 1819, the sum of one thousand four hundred and seventy-seven dollars, and gave him his (Colonel King's) due bill for $200, which he said he would lift at any time; that he gave Colonel King duplicate receipts for the whole sum of one thousand six hundred and seventy-seven dollars; that he did not present the due bill to Colonel King for payment for about two months; that he was indebted to Colonel King about that sum, for forage purchased of him, as an individual, for the United States; that the reason why he did not present it sooner was, he was ordered, some time afterwards, to New Orleans; that it was settled soon after his return, which was about the sixth or seventh of May. As to the 1st specification, 3d charge, says, he paid Sergeant Childress thirty dollars for the apprehension of Neil Cameron, by order of Colonel King, but does not recollect as to the time. As to the 2d specification, 3d charge, says, he received a letter from Colonel King about the 1st of November, 1818, requesting him to pay Messrs. Nelson & Randolph the sum of five hundred dollars; which sum he accordingly paid on Colonel King's own private account, and took receipts to that effect. As to the 3d specification, 3d charge, says, that Colonel King, about the 29th November, 1818, directed him to state to Lieutenant Wilson, on his return from New Orleans, to pay over to witness, the public money he was to bring with him, and requested witness to pay the sutlers, 4th infantry, one thousand dollars thereof in specie; but witness did not receive the money of Lieutenant Wilson, and said one thousand dollars was not to have been paid to said sutlers on public account. In regard to the 5th specification, 4th charge, witness recollects to have seen McCleary whipped about the 31st August, 1818, but does not believe his term of service had expired, and understood he was whipped in consequence of the order of the 10th August, 1818.

Question by prosecutor. Had you any public funds in the quartermaster's department, on or about the 2d March, 1819, and did not the United States owe a considerable sum for the transportation of troops and baggage from Pensacola?

Answer. I had not, and the United States did owe a considerable sum at that time.

Question by prosecutor. At what time did you buy forage of Colonel King, and to what amount, and at what price?

Answer. It was in the month of February, that some of the forage was purchased, but the amount I do not recollect; the price for corn was two dollars per barrel, French measure.

Question by the court. To what amount were yon indebted to Colonel King, at the time he gave you his due bill for two hundred dollars?

Answer. I think I was indebted to him near that sum.

Question by court. Was this two hundred dollars, for which Colonel King gave you his due bill, left in C olone King's hands for his own accommodation, or in consideration of your being in his debt about that sum, as the agent of the United States?

Answer. In consideration of my being indebted to him as the agent of the United States.

Question by prosecutor. Did not Colonel King, when he gave you the one thousand four hundred and seventy-seven dollars, and his due bill, say he was unable to pay you the other two hundred dollars, but would do it in a few days, or when you wanted it?

Answer. If he did, I do not recollect it.

Question by prosecutor. Was you furnished with an officer's certificate of the delivery of Neil Cameron at any military post as a deserter, or how did you know he was a deserter when you paid the reward?

Answer. I do not recollect of any officer's certificate; Colonel King's order was a sufficient voucher for me, and I understood he had deserted.

Question by prosecutor. Does not the regulations require that there shall be a certificate of the delivery of a deserter before the quartermaster shall pay the usual reward of thirty dollars, and in this instance was the regulation complied with, or the account and order made out, and by whom was the account stated?

Answer. I do not believe any certificate of apprehension or delivery accompanied the order for payment, and think the account was made out in the hand-writing of Russel, a private of the 4th infantry; I do not know whether there is such a regulation or not.

Question by prosecutor. Has the account you paid to Sergeant Childress been adjusted by the Government, and have you received a credit for this money, or has the account been rejected?

Answer. The account was rejected by the Government, on the ground that there was no evidence of the delivery of the deserter to the proper authority.

Question by prosecutor. Did you not receive from the paymaster of the 4th infantry at Pensacola about the last of October or first of November, 1818, the sum of two or three thousand dollars, that had been lent to him by Lieutenant Brady, for the purpose of paying a recruiting party about to set out for Baltimore?

Answer. I did receive two or three thousand dollars of the paymaster of the 4th infantry about that time, for which money I receipted to Lieutenant Brady.

Question by prosecutor. Did you not, when you received this money, inform the paymaster that you must go immediately and pay to Nelson & Randolph the sum of five hundred dollars?

Answer. I do not know, but may have said so.

Question by prosecutor. Did you not immediately go and pay that sum to Nelson & Randolph?

Answer. I paid it a short time afterwards, but they called on me at my own room for it.

Court adjourned to meet to-morrow at nine o'clock, A. M.

THURSDAY, *November* 25, 1819.

Court met: Present, Lieutenant Colonel William Lindsay, President; Lieutenant Colonel M. Arbuckle, Major James Bankhead, Brevet Major E. Montgomery, Major J. B. Many, Brevet Major A. C. W. Fanning, Major J. N. McIntosh, members; Captain F. L. Dade, supernumerary member; S. D. Hays, judge advocate.

Lieutenant HOUSTON being again called, and apprized by the court that he was not bound to answer any question which might tend to criminate himself, the following question was put to him, viz:

Question by prosecutor. Was the five hundred dollars you paid to Messrs. Nelson & Randolph part of the money the paymaster paid you on or about the 1st November, 1818?

Answer. I believe it was; and when I received the letter from Colonel King, I considered it in the nature of an order, although without date, and not signed officially.

Question by court. What time did you receive the letter from Colonel King to pay Messrs. Nelson & Randolph the five hundred dollars?

Answer. I received it between the 1st and 4th November, 1818, but think on the 1st, as I have noted on the letter.

Question by prosecutor. Were there not on the 1st November, 1818, a number of debts due by the quartermaster general's department which you were unable to pay in the eastern section eighth military department?

Answer. There were; but generally draughts were drawn on New Orleans, and none of the claims presented to me for payment for some time after this, and then only one or two, which were of my own contracting, or contracted within my knowledge.

Question by prosecutor. Who drew the draughts on New Orleans, and what were the reasons that made it necessary to draw on New Orleans for their payment?

Answer. I do not know by whom they were generally drawn, and I presume the draughts were drawn on New Orleans for want of funds at Pensacola.

Question by prosecutor. Did you not draw a draught on New Orleans in favor of J. and J. Juarrety, of Pensacola, for one or two thousand dollars about the 1st of November, 1818?

Answer. I did not; but gave him a draught on the Secretary of War for the amount of rations I had bought in consequence of the failure of the contractor; sum not recollected.

Question by prosecutor. What character did McCleary, of Captain Cummins's company, bear in the regiment, and how long have you known him?

Answer. I believe he had borne a good character, and I had known him two or three months.

Question by prisoner. In addition to the amount due for corn sold the quartermaster's department from Colo nel King's plantation, did you or did you not owe Colonel King for forage furnished by himself for his own horses anterior to the return of the regiment to Montpelier, amounting to about $23 74, a postage account of $47 87, and for the rent of a house at Pensacola belonging to Colonel King, as officers' quarters, say $20?

Answer. I did owe him at the time he gave me his due bill for the $200, for forage, postage account, and house rent, but the precise amount not recollected.

Question by prisoner. Did not Colonel King several times tell you to call over and he would settle his accounts with you before you came?

Answer. I do not recollect; he may have done so.

Question by prisoner. By whom was Colonel King's note without date delivered to you, and at what time of day?

Answer. I think it was delivered by Lieutenant Wilson some time in the afternoon.

Question by prisoner. Had not Colonel King prior to its receipt left Pensacola for this place?

Answer. He was absent, and I presume for this place.

Question by prisoner. Where was the prosecutor at this time? Had he arrived at Pensacola with funds for the payment of the regiment, or was he daily expected?

Answer. He had not arrived, but was daily expected.

Question by prisoner. Did Colonel King request you to let Nelson & Randolph have the $1,000 in specie in exchange for paper money, or were you to let them have it without receiving an equivalent in return?

Answer. I was requested to turn over the $1,000 to them in specie, and my impression was that I was to be paid back in current paper either by Nelson & Randolph, or Colonel King, on or about the time the specie was to have been delivered.

Question by prisoner. By whom was the punishment of McCleary superintended, and who was at that time doing the duty of adjutant?

Answer. By Lieutenant Lear, who was, I believe, at that time doing the duty of adjutant.

Question by court. Did you consider this transaction as to the $1,000 you were to have paid Messrs. Nelson & Randolph an order from Colonel King, or an advance for his accommodation, or a mere matter of exchange?

Answer. I considered it an accommodation to Colonel King, by way of exchange.

Major URIAH BLUE, a witness on the part of the United States, was duly sworn and questioned as follows, viz:

Question by prosecutor. Did you go to Mobile to put in for a contract to furnish a quantity of provisions for the use of this post some time in May last?

Answer. I went to Mobile I believe in May last to bid for a contract to furnish provisions for this post.

Question by prosecutor. What terms were advertised, and how long was the time allowed for the delivery of the provisions after the contract, and the amount of the provisions wanted, and by whom was the contract advertised?

Answer. The terms were, to deliver the provisions at this post in six, eight, or ten days after the contract; the only difficulty was the want of wagonage to get the provisions here in time, which was obviated by Colonel King's offering the public teams for that purpose. It was advertised by Lieutenant Delany.

Question by prosecutor. Who obtained the contract, and what did you offer for it?

Answer. Mr. Randolph obtained the contract: I offered twenty-eight cents per ration.

Question by prosecutor. Would you not have taken it at a lower price than twenty-eight cents, (your proposal,) if longer time had been allowed for the delivery?

Answer. Yes: I think it would have made a difference.

Question by prosecutor. What reason was assigned by Colonel King for offering the public teams to get the provisions in agreeable to contract?

Answer. The Colonel offered to hire the public teams, as none other could be got, that the provisions might be brought on in time to comply with the contract.

EDWARD B. RANDOLPH, sutler 4th infantry, a witness on the part of the United States, being duly sworn, says, as to the 2d specification, 3d charge, I do not recollect that I saw the order or request to Mr. Houston to pay our firm the $500, but he informed me he had such an order, and paid the $500 accordingly, which money was placed to Colonel King's private account.

Third specification, 3d charge: we lent to Colonel King $1,000 in Georgia or other money, not recollected, for which he promised so soon as Lieutenant Wilson returned from New Orleans that we should receive $1,000 in specie; that, after Colonel King and witness had mounted their horses for this place, witness heard Colonel King direct or request (witness does not recollect which) Lieutenant Houston to turn over this money to Captain Nelson, witness's partner.

As to the 1st specification, 5th charge, when we were appointed sutlers to the 4th regiment, it was an understanding that a five per centum duty would be required of us, and we consented to suttle on that condition: we have never laid that additional duty on all the articles sold to the soldiers, but have laid a duty on particular articles, so as to make the amount of the five per centum duty we were bound to turn over to the regiment, particularly on liquors, and other articles the least necessary to a soldier; that we have sold to officers lower than we could sell the same to soldiers, because as to them we had not to pay the duty of five per centum.

Question by the court. Had you lent Colonel King the one thousand dollars, which was to have been repaid in specie by Lieutenant Houston, on the return of Mr. Wilson from New Orleans, before yourself and Colonel King left Pensacola for this place, and for what purpose?

Answer. We had, to enable Colonel King to make a payment for property purchased in Pensacola.

Question by the court. Did you know that Lieutenant Houston was to receive, from Messrs. Nelson & Randolph, one thousand dollars in bank notes for the one thousand in specie which Lieutenant Houston was directed by Colonel King to pay to that firm?

Answer. We had before advanced the money, and this was to reimburse us.

Question by the court. Had not Messrs. Nelson & Randolph the exclusive privilege of suttling to the fourth regiment?

Answer. We believe so.

Question by the court. Do the sutlers sell to the troops, at Montpelier, groceries and merchandise, with a tax of five per centum on their accounts, as cheap as they can be purchased in St. Stephen's and Claiborne?

Answer. We do not; for the casualties and want of comforts in a camp are too great for us to sell at the usual profit, independent of the five per centum duty.

Question by the court. There being less risk in selling to the officers than the privates, cannot the sutler afford to sell to the officers at a lower rate than to the privates?

Answer. They can.

Question by the prosecutor. Has your five per centum duty extended to the collections made from the officers of the fourth regiment?

Answer. No; it has not.

Question by the prosecutor. Do you know what amount you have paid on the five per centum duty, to the adjutant of the fourth regiment, since you have been suttling?

Answer. I dont know the precise sum, but think something less than four hundred dollars.

Question by the court. Has the order laying the duty been continued and enforced during the whole time you have been suttling?

Answer. It has, except once, perhaps, in the instance of a detachment.

On the first specification, second charge, witness states he was with the regiment about the month of April or May, 1817, at the time Sergeant Gary, fourth infantry, was in the employ as overseer of Colonel King, and continued in his employ until the regiment left this place in October following: that witness understood he was a soldier some part of this time. Here the prisoner, Colonel King, voluntarily admitted that Sergeant Gary entered into his service as manager in the month of March, 1817, and remained in it nearly two years; and, also, that he expected when Sergeant Whetten was furloughed to go to North Carolina, that he would return to this country, and, if he did, he (Colonel King) would give for his services as much as any one got in the country.

Question by the prisoner. Were you the agent of Colonel King for the purchase of a house and lot in Pensacola, from a person by the name of Malagassa, and was Colonel King bound to make the payment of one thousand dollars in specie, and was that one thousand dollars which Colonel King requested Mr. Houston to let Mr. Nelson have, intended to meet that payment?

Answer. Captain Nelson made the contract, and advanced the money in notes, which were to have been taken up by that sum in specie so soon as Lieutenant Wilson returned from New Orleans, and this one thousand dollars was intended to pay for the property, and the notes previously advanced to be returned to Messrs. Nelson & Randolph.

The court adjourned to meet to-morrow at nine o'clock, A. M.

FRIDAY, *November* 26, 1819.

The court met: Present, Lieutenant Colonel William Lindsay, President; Lieutenant Colonel M. Arbuckle, Major James Bankhead, Brevet Major E. Montgomery, Major J. B. Many, Brevet Major A. C. W. Fanning, and Major John N. McIntosh, members; Captain F. L. Dade, supernumerary member; S. D. Hays, Judge Advocate.

Mr. RANDOLPH again being called before the court, was questioned as follows, viz:

Question by the prisoner. Was the one thousand dollars in bills paid over by Nelson to Malagassa before we left Pensacola, on the 29th November, 1818, or did it at that time remain in Mr. Nelson's hands?

Answer. I believe the one thousand dollars in notes was counted out to Malagassa, and retained in Captain Nelson's hands on deposite, subject to his will, or until specie could be got for them, and I believe Malagassa was not paid the specie.

Question by the prisoner. How many payments have been made since you were appointed sutlers to the fourth regiment, and when, and where?

Answer. There have been five payments; one at this place in September, 1817; a partial payment at Fort Scott, on or about February, 1818; one, and a partial one, at Pensacola; and one other at this place in May, 1819.

Question by the prosecutor. At the time Colonel King commenced his purchases of Pensacola property, what was the state of exchange between specie and Georgia notes?

Answer. The average rate of exchange was about ten per cent. at the time of this transaction.

Captain JOSEPH SHOMO, fourth infantry, having asked and obtained leave of the court, explains and alters his testimony given the day before yesterday, in this: that he now recollects when Lieutenant Wilson, adjutant of the fourth infantry, wrote the order, in pursuance of his direction, for the party sent in pursuit of deserters, it read in this way, that, if they were overtaken, they must be put to instant death; that he directed Lieutenant Wilson to alter it so that they should not be shot, unless they resisted or attempted to escape.

Captain HENRY WILSON, of the fourth infantry, being duly sworn, states, as to the first specification of the first charge, that, on one or two occasions, witness saw Elijah Holland, private fourth infantry, driving Colonel King's carriage in Pensacola.

Third specification, third charge: witness went to New Orleans under Colonel King's orders, some time in November, 1818, with two draughts for three thousand dollars each, for the quartermaster general's department: witness was to have brought some of this money in specie, but failed to get it; the draughts were drawn by General Gaines.

Fifth specification, third charge: the fourth regiment of infantry was at Fort Scott in the month of December, 1817.

First specification, fourth charge: as to the death of Charles Mason, late private in fourth infantry, witness understood he was drowned while undergoing a ducking; that Lieutenant Lear was arrested and Sergeant Starks confined; that they both were afterwards released without a trial; witness dont know by whose order, but believed by Major Dinkins's: the arrest of Lieutenant Lear was withdrawn by Major Dinkins's.

Second specification, fourth charge: there was no investigation as to the death of Neil Cameron, that witness knows of; it was reported, and witness always understood, that he was killed by Sergeant Childress, who commanded a party sent in pursuit of deserters.

Here the accused voluntarily made the following admissions, viz: that the facts at large, as contained in the sixth, seventh, eighth, and ninth specifications of the fourth charge, so far as it relates to his approval of the proceedings of the courts-martial therein referred to; and that he did order the sentences to be carried into effect, as set forth in the specifications.

Tenth specification, fourth charge: witness says, as to the order for the quarantine regulations, witness knew that such order was given; that whilst that order was in force, a vessel did come up to Pensacola, but witness does not know by whose order and permission.

Eleventh specification, fourth charge: as to Colonel King's giving an order to Lieutenant Sands, witness knows nothing; he knows there was an order of the department, as stated in the specification; that witness, as adjutant of the fourth regiment, frequently gave the order to shoot deserters, if taken in Florida, and sometimes with the condition of their resisting or attempting to escape; that at this time, they were in the habit of going off by twos, threes, and fours together, and frequently with their arms; that the accused did, in one instance, approve the order to put deserters to death, if taken in Florida; that, afterwards, witness issued such orders as adjutant, deeming them as sanctioned by the accused.

Eleventh specification, fourth charge: witness says, that soldiers of the fourth regiment have been frequently furloughed, and discharged a short time before the expiration of their terms of service; that it was generally done

in the case of good soldiers; and as to witness's company, at his own solicitation and request; as to Sergeant Gary, he was furloughed some time before his term of service had expired; but by whose order he was discharged witness does not know.

First and second specification, fifth charge: witness says, in February or March, 1817, the order as to the five per centum duty was issued, and witness was directed to make it known to the then sutlers; the present sutlers came in under the same order, which has continued in force ever since.

Question by the prosecutor. When you bore Major Dinkins's note, releasing Lieutenant Lear and Sergeant Starks, was not Colonel King then in Pensacola, and did not Major Dinkins keep Lieutenant Lear and Sergeant Starks, in arrest, until the return of Colonel King from Montpelier?

Answer. Colonel King was in Pensacola at the time they were released, and they were kept in confinement until the return of Colonel King from Montpelier.

Question by the prosecutor. Was Colonel King in Pensacola at the time the vessel was admitted, contrary to Colonel King's quarantine regulations, which vessel was directly from New Orleans with Colonel King's carriage?

Answer. I do not recollect whether he was or was not.

Question by the prosecutor. What character did Benjamin Tackwell and Charles Mason, of the fourth regiment, bear in said regiment?

Answer. I do not know.

Question by the prosecutor. Do you recollect whether deserters carried off their arms with them previous to the death of Cameron, or after he was shot?

Answer. They did.

Question by the prosecutor. Did you not write an order for a command to pursue deserters from Pensacola by order of Colonel King, and show it to him, in which you directed the party to shoot the deserter if he made any resistance or attempted to escape, and did not Colonel King tear up that written by you and hoot at it, as not being positive to put him or them to death, and did he not write one himself, in the most positive terms, to put the deserter or deserters to instant death, if taken within the limits of West Florida?

Answer. I did write such an order, and showed it to Colonel King, the accused, who stated it would not do, and wrote one himself, or directed me to write one, to have them put to death if taken in Florida.

Question by prosecutor. When you were relieved, as adjutant of the fourth infantry, by Lieutenant Dulany, did you not turn over to him what was termed the regimental fund, and was it in cash or due bills, and was there not a due bill of Colonel King's for the heaviest part of that fund?

Answer. I did; which was in due bills, and there was a due bill of Colonel King's for the heaviest part of that fund.

Question by prosecutor. Has there ever been any settlement of the fund collected from the sutlers, called the regimental fund, and how and to what has it been applied; as adjutant were you not treasurer, and how did Colonel King become so much indebted to that fund?

Answer. I was treasurer; my accounts were settled when I turned the funds over to Lieutenant Dulany, including the account called the regimental fund; I loaned the money to Colonel King, and held myself accountable to the regiment for it.

Question by prisoner. Were you, anterior to the 31st August, 1818, in the habit of reporting desertions to Colonel King as they occurred, and receiving his instructions in the case, or did you send off the parties without consulting him?

Answer. I do not recollect as to the time, but have frequently reported cases to Colonel King, and always to the commanding officer, and given the orders to the parties sent out, in pursuance of their instructions expressed or implied.

Question by prisoner. Was the discipline of the regiment unusually severe, or were the men indulged at Pensacola with the liberty of the town, and every other gratification consistent with good order.

Answer. I did not think the discipline unusually severe, and the men were indulged as much as consistent with good order.

Question by prisoner. What was the impression of the officers in relation to the orders to shoot deserters; that it was a measure imperiously called for by the then existing state of things within Colonel King's command, or that it was unnecessary and improper?

Answer. I believe the officers generally thought this order absolutely necessary to put a stop to the frequent desertions. I did think so myself.

Question by prisoner. Did you ever know Colonel King to furlough a man but at the solicitation of the company officer, and has not Colonel King ever been scrupulously nice in his interference with the internal concerns of the companies of the regiment?

Answer. I did not, except in the case of Sergeant Gary, and I do not know whether he did or did not furlough him unsolicited; and Colonel King never unnecessarily interfered with the internal regulations of companies.

Question by prisoner. Had not Sergeant Whetten been for a long time the mess sergeant, and what was his character?

Answer. He had, and bore the character of a correct man.

Question by prisoner. How much money did you loan Colonel King, and at what time? and how much had there been paid into your hands on account of the five per cent. duty?

Answer. At one time Colonel King was indebted to me upwards of eight hundred dollars, that is to say, in September, 1818, and I had then received of the sutlers something upwards of two hundred dollars.

Question by prosecutor. At the time you loaned Colonel King the eight hundred dollars had there been any expenditure for the band of the money collected on the five per cent. duty?

Answer. There had not, except a small purchase of music.

Lieutenant Francis W. Brady, of the fourth United States' infantry, a witness on the part of the United States, being duly sworn, says:

Third specification, second charge: he believes Colonel King did not draw forage in kind of witness, as quartermaster, for either the months of July or August, 1818; but that witness did purchase him some fodder in August, and thinks it was due on a requisition for June previous.

Question by prosecutor. Was there not a number of debts due in the east section of the eighth military department by the United States, at the time you was relieved by Lieutenant Houston; and what funds were then in the department?

Answer. There were but two debts within my knowledge which I had not paid or drawn draughts for, and those were disputed claims, amounting to about seven hundred dollars. I turned over to Lieutenant Houston, in due bills and cash, about three thousand eight hundred dollars. Three thousand of which was a due bill on Major

Hogan, paymaster of the fourth infantry, and a due bill on Colonel King for one hundred and ninety dollars, and one on Lieutenant Wilson for about fifty-five dollars.

Question by prosecutor. What was the reason Mr. Randolph turned over Colonel King's due bill to you, or what had Mr. Randolph to do with the public horses, and how came he to sell them? and at what time did you leave Pensacola, and how long long had you held Colonel King's due bill before Mr. Houston received it?

Answer. They were auctioneers, and sold the cast horses; two of which Colonel King purchased, and I suppose gave his due bill for them. I left Pensacola on the last day of August, 1818, and had not held Colonel King's due bill more than two or three days before I turned it over to Lieutenant Houston.

Question by prosecutor. Did you not issue forage to General Gaines and staff, at Pensacola, in July and August, 1818; and did not all the officers then in Pensacola, entitled to forage, receive it?

Answer. I did issue forage to Gaines and staff, by his (General Gaines's) order; the other officers in Pensacola did not, I believe, receive forage.

Question by the prisoner. Do you recollect the day of the month on which Colonel King purchased, at public sale, a bay mare and sorrel horse?

Answer. I think it was about the 15th of August that the public horses were sold.

The court adjourned until to-morrow, nine o'clock, A. M.

SATURDAY, *November* 27, 1819.

Court met: Present, Lieutenant Colonel William Lindsay, President; Lieutenant Colonel M. Arbuckle, Major James Bankhead, Brevet Major E. Montgomery, Major J. B. Many, Brevet Major A. C. W. Fanning; Major J. N. McIntosh, members; and Captain F. L. Dade, supernumerary member; S. D. Hays, Judge Advocate.

CORNELIUS JACKSON, a private of the fourth regiment United States' infantry, being duly sworn a witness for the prosecution, says, witness was one of the party who was sent in pursuit of Neil Cameron, a private in the fourth infantry; that the party came upon him about fifteen miles from Pensacola, while he was asleep; does not know who gave the order. Our order was wrote by Major Dinkins, which was, that if we came up with him in the bounds of Spain we were to put him to instant death, but if he was out of the limits of Spain we were to take him back as a prisoner; we waked him up and asked him if he had not deserted, and he said he had; we asked him if he did not consider himself a prisoner, and he said he did. Sergeant Childress told him that he had orders to put him to instant death; he begged to be taken back as a prisoner, (saying he was on his return to Pensacola,) and tried by a court-martial, and receive such punishment as a court might put on him. Sergeant Childress said it was not worth while, for if he was he would be put to death as soon as he got back. Cameron said, if he was it would give him a few days to repent of his drunkenness and bad doings. Witness saw Sergeant Childress's determination was to shoot him, and witness told Sergeant Childress to let Cameron read the order himself, and he still begged to be taken back as a prisoner; then Sergeant Childress ordered witness to shoot him, and witness could not do it; he did not see any occasion for it, for Cameron had given himself up as a prisoner. Childress took the gun out of witness's hand, and stepped round him while he was sitting down, and snapped it at Cameron's breast twice. Sergeant Childress handed back the gun, and told witness to discharge it; he told witness to load her again, and witness did so. Cameron then made this reply to him, "Sergeant Childress, you have snapped your gun at me the second time, now take me home as a prisoner, if you please." He told him it was more than he could do, for his order would not allow of it; Sergeant Childress stepped round to Cameron, as he was sitting down, and says, I wish I had a heart as big as a mill-stone, and blowed him through; then we returned to Pensacola as quick as we could; we reported to the commanding officer what we had done, and he said we had done exactly right.

Question by prosecutor. Had Neil Cameron his arms with him when you overtook him, or was he unarmed?

Answer. He was unarmed.

Question by prosecutor. Did you bury him, or leave him where you had shot him, and did not Colonel King pass you on the road as you were returning, and had he any conversation with the sergeant or yourself on the subject of shooting Cameron?

Answer. We left him where we had shot him, unburied. Colonel King did not pass us on our return.

Question by prosecutor. Did you not receive, in March last, at this post, the sum of fifteen dollars from Sergeant Childress, as part of the reward for apprehending Neil Cameron?

Answer. I did.

Question by court. At what time was Neil Cameron shot?

Answer. I do not recollect, but believe about the last of August, 1818.

Question by prosecutor. Can you read or write?

Answer. I cannot.

THOMAS MITCHELL, a private of the fourth infantry, a witness on the part of the prosecution, being duly sworn, says:

First specification, fourth charge. Witness was sent with Charles Mason, in the morning, to see that he washed himself; he had been in the stocks all night; and while he was down washing himself, Sergeant Starks and another man came down with a rope; the sergeant ordered us to tie Mason's hands and feet; we only tied his hands, and kept him under water till we cried to Sergeant Starks to let him take his breath; he replied, keep him under the water, if you don't, I will come in and duck you. Afterwards, witness told him he was so near drowned it was not worth while to duck him any more, and he ordered us to fetch him out then; when we were fetching him out we both had hold of him, and the sergeant ordered us to let him go. He fell and sunk under water, and we grabbed him up as soon as we could, and we took him out and rolled him on a barrel awhile, but he was dead.

Question by court. Was he dead when you let him go, or did you observe any life in him?

Answer. He was not dead when we let him go.

Question by prosecutor. Was not Benjamin Tackwell one of the party who held Mason under water?

Answer. He was.

Question by prosecutor. Did not Sergeant Starks say to Mason, before he tied him, that he intended to drown him for being drunk the night before?

Answer. I did not hear him say so.

Question by prosecutor. Was you knowing to Benjamin Tackwell's being discharged, or furloughed, previous to the day Mason was drowned?

Answer. He was not.

Question by prosecutor. Was you knowing to Tackwell's being flogged, after his being discharged and brought back?

Answer. Yes, I was.

Question by prosecutor. Do you know the reason assigned for Tackwell's being flogged? Was it by order of a court-martial?

Answer. I cannot exactly tell what he was flogged for; it was not by order of a court-martial.

Captain PHILIP WAGER, a witness on the part of the procecution, being duly sworn, says, (fourth specification third charge,) that, on the 10th October, 1817, witness joined a detachment of recruits, fourth infantry, at Fort McHenry, Baltimore, then under orders for Mobile. Colonel King engaged the ship General Hand for the transportation of the detachment, and every preparation was made for our embarcation about the 1st of November following. A few days previous to the time at which we were to have sailed, the destination of the detachment was changed to Point Petre. When this order was received, witness went to the owner of the ship General Hand, and told him he need not make any further preparation for us; that probably we should not go in his vessel, as the destination of the detachment was changed, and, if we did go in his vessel, we should have to make a new bargain with him. He replied to witness, give me $1,500 more, and I will land you at Point Petre. Colonel King, in the mean time, arrived at Baltimore with his family. Hearing the destination of his detachment being changed, he (Colonel King) proceeded immediately to Washington City, and on his return to Baltimore informed witness he had made arrangements with the Department; and the Department had permitted him to give as much more for the ship General Hand as he would have to give any other vessel to land the detachment at Point Petre. On the 11th of November, we embarked on board the ship General Hand, and on the 13th set sail; the detachment consisted of sixty-three men, and two subaltern officers. On board said ship was Colonel King and family, and about thirty negroes; he had also a quantity of furniture on board, with a carriage, chairs, tables, and some other articles of furniture. About the 25th or 28th of November, the detachment landed at Point Petre, Georgia. Colonel King then proceeded in the ship to Mobile, where he informed witness the Department had permitted him to go to settle his family.

Question by prosecutor. Was you not the quartermaster, or acting in that capacity at that time?

Answer. I was.

Question by prosecutor. Did not Colonel King make the contract with the owners of the ship General Hand; and had you any concern in making the bargain; or was you employed in any manner on that duty?

Answer. I had not; but the contract was made before Colonel King directed me to act as quartermaster.

Question by prosecutor. Were the provisions necessary for the subsistence of the detachment shipped on board the General Hand previous to the alteration in the destination of the troops?

Answer. I do not recollect.

Question by prosecutor. Did you, as quartermaster, make any attempt to obtain a vessel at a lower price after the destination of the troops was altered; and what was given for the General Hand; or was you ordered to make any inquiry on that subject by Colonel King?

Answer. No: I had nothing to do with it; nor had I any orders from Colonel King on the subject.

Question by prosecutor. Do you know that Colonel King made any inquiry, or took any pains to procure a vessel at a lower price than was exacted by the owners of the General Hand?

Answer. I do not.

Question by prosecutor. Did not Colonel King say to you, on his arrival in Baltimore with his family, when he knew that the destination of the troops was altered, that he must go to Washington, for it had played hell with his private arrangements, alluding to his getting his family, &c. brought out in that vessel?

Answer. Colonel King did make some such remark.

Question by prosecutor. Do you know what is customary to be paid for transporting a detachment of the strength you commanded from Baltimore to Point Petre?

Answer. I do not.

Question by prosecutor. Was you not apprised, at Baltimore or Point Petre, on your arrival, that the fourth regiment was then in the Creek nation?

Answer. On our arrival at Point Petre, we understood that the regiment had moved from Camp Montpelier for Fort Scott; which information was obtained from a paragraph in a newspaper.

Question by prosecutor. Did you not hear Colonel King say, when in Baltimore, he was under orders to join his regiment?

Answer. I do not recollect to have heard him say so.

Question by prosecutor. Did you not remain at Point Petre for some time, and then march your command for Fort Scott, and arrived there previous to Colonel King's joining the regiment on that post?

Answer. I remained at Point Petre and Amelia Island till the 4th of January, 1818, and arrived at Fort Scott about the 15th of March following, the day previous to the arrival of Colonel King.

Question by prisoner. Was the ship General Hand bound to New Orleans, and thence to Liverpool, when she was chartered by Colonel King?

Answer. I understood so from the captain of the vessel.

Question by prisoner. Were you not at Fort McHenry, in command of the detachment, and had not Captain Hook, then recruiting in Baltimore, the superintendence of the preparations for embarcation?

Answer. I was at Fort McHenry in command of the detachment, but do not know that Captain Hook had the superintendence of the preparations for embarcation; that Captain Hook was then in Baltimore.

Question by prisoner. For what purpose did Colonel King direct you to act as quartermaster? was it principally to make the disbursement for a set of musical instruments purchased by Captain Hook for the regiment, and did you do any other duty as quartermaster?

Answer. It was for that purpose, and I done no other duty as quartermaster, except to purchase fuel for the detachment.

Question by prisoner. What were the description of negroes which Colonel King had on board the General Hand; were they all men and women, or were they principally children?

Answer. About half the number, I think, was under the age of eighteen years, and a great part of them small children.

Question by court. What sum was to have been paid to the owners of the General Hand to transport the detachment to Mobile?

Answer. I do not know, but understood it was $1,500.

Question by court. Do you know that the Department did allow Colonel King to transport his family, negroes, provisions, and furniture, to Mobile, on board the General Hand?

Answer. I do not; but was told by the Adjutant and Inspector General, Daniel Parker, that Colonel King would move out with his family, and go with the detachment.

Question by court. What was the additional sum given between the first and last contract made for the transportation of the detachment?

Answer. I do not know.

Question by court. Was Colonel King's family and provisions on board the General Hand previous to the destination of the detachment being altered?

Answer. His family was not, but part of the provisions might have been, though I do not recollect; every thing he brought from home was put on board afterwards.

Question by prosecutor. Have you not brought on a detachment of troops from Philadelphia to Point Petre, since the fall of 1817, and did you not engage the transport? and what was paid, and the strength of the detachment?

Answer. I brought on a detachment of about one hundred and fifteen men, in March last, from Philadelphia to St. Mary's. I did not engage the transport myself, but believe the sum given was about $700 or $900, and the accommodations afforded by the vessel were not sufficient for more than half that number of men.

Question by prosecutor. Could not a vessel have been obtained in Baltimore, in 1817, to transport your detachment to Point Petre for $1000? Do you not believe, if you had been ordered to procure a transport, you could have obtained it for that price?

Answer. I think a vessel might have been procured for $1000, affording accommodation for my detachment.

10th specification 4th charge, witness states: in the month of June, 1818, witness was ordered to New Orleans to bring on military stores and clothing for the troops at Pensacola; Colonel King requested witness, at the same time, to bring a carriage of his. After loading the public vessel with public property, witness found there was not room for his carriage, and shipped it in another vessel for Pensacola; witness arrived at that place on the 4th of July, on board the public vessel; the day following, when in company with Colonel Brooke, some person reported to Colonel Brooke there was a vessel below with Colonel King's carriage on board, and asked if she should be permitted to come up; Colonel Brooke directed that she should; at this time Colonel King was absent at cantonment Montpelier, as witness was informed; witness was told there was an order out subjecting vessels from Orleans to a quarantine for a number of days not recollected.

Question by prosecutor. Did you not purchase in the fall of 1817, under an order of Colonel King, instruments for the band of the fourth infantry, and what did you pay for them, and out of what fund?

Answer. I paid, in the fall of 1817, for a number of instruments for the fourth infantry, the sum amounting to about $250 or $300, by the order of General Gaines.

Question by prosecutor. Have you received a credit for the sum you paid for the band instruments at the Auditor's Office, or how has the account been settled?

Answer. The account was passed to my credit.

Question by prisoner. Have you any recollection of the time and place, when and where, General Gaines's order for the purchase of the instruments was given?

Answer. I do not recollect the date of the order, but think it was made in the latter part of the year 1815, or first of 1816.

Captain Henry Wilson, of the fourth infantry, having asked and obtained leave of the court to correct his statement of yesterday, states, that the sum turned over to Lieutenant Dulany in Colonel King's due bill, was for $330 52⅓; instead, as stated before, of the heaviest part of the regimental fund, it was the heaviest due bill.

Question by the prosecutor. Is not the statement, now in your hands, in the hand-writing of Colonel King, the statement of your account as regimental treasurer?

Answer. It is in the hand-writing of Colonel King, and is a statement of my account as treasurer.

The court adjourned to meet on Monday, the 29th instant, at nine o'clock, A. M.

Monday, *November* 29, 1819.

The court met: Present, Lieutenant Colonel William Lindsay, President; Lieutenant Colonel M. Arbuckle, Major James Bankhead, Brevet Major E. Montgomery, Major J. B. Many, Brevet Major A. C. W. Fanning, Major J. N. McIntosh, members; Captain F. L. Dade, supernumerary member; S. D. Hays, Judge Advocate.

Captain Henry Wilson being again before the court.

Question by the prosecutor. Was you not present in Pensacola some time in September, 1818, when Major Dinkins was on the point of sending Sergeant Childress and party in pursuit of Neil Cameron, a deserter from the 4th regiment of infantry?

Answer. I was in Pensacola during the month of September, 1818, but dont recollect of the command's going out after Neil Cameron.

Question by the prosecutor. Who wrote the order that Sergeant Childress and party had to pursue Neil Cameron?

Answer. I always understood that Major Dinkins wrote the order.

Question by court. Was you not with Major Dinkins about this time, when he had written an order for a party to pursue deserters, "that if they resisted or attempted to escape to put them to death;" and did you not not tell them the department order was to have them put to instant death if taken in the province of West Florida, but otherwise to have them brought back?

Answer. I dont recollect that I did.

Question by court. Some time shortly anterior to this, did Colonel King authorize or direct that all parties sent in pursuit of deserters should be ordered to put them to death if taken within the limits of Florida?

Answer. I considered it so.

Question by court. Were you not the department adjutant at this time?

Answer. I was.

Question by court. Did or did you not consider the order to put all deserters to death, if taken in Florida, the standing department order; and the other order, in case of resistance or an attempt to escape, rather an exception to the first order?

Answer. I most frequently gave the order to put them to death if taken in Florida, and always considered myself fully authorized to do so.

Question by court. By what authority did you give orders different to what you say you considered the department order?

Answer. I gave them in that way, under the belief they would be sanctioned; and once by order of Captain Shomo, commanding Pensacola.

JOHN ENWRIGHT, a musician of the 4th infantry, a witness on the part of the prosecution, being duly sworn, says, that at the time we sailed from Point Petre, Colonel King had on board the General Hand some provisions, household furniture, a carriage, and about twenty-five or twenty-six negroes; and likewise, four enlisted soldiers of the 4th infantry, of which number witness was one; all of which Colonel King brought with him to Mobile; but at whose expense witness does not know; that the three men were brought on to Mobile for the purpose of being attached to the band of the 4th infantry; that we waited five or six days at Fort Charlotte for a fair wind to bring us up to Fort Montgomery; that afterwards, Cummings and myself were landed at Blakely, from where we marched with a detachment of the 8th infantry to Fort Montgomery.

Question by prosecutor: On board of what vessel was Colonel King's furniture and negroes shipped, after your return through Lizard creek to Mobile?

Answer. I do not know.

Question by prosecutor. When you arrived at Mobile had the ship any cargo on board but what belonged to Colonel King?

Answer. I dont know.

Question by prosecutor. Did you assist to land Colonel King's baggage from on board the ship General Hand?

Answer. No.

Question by prosecutor. Was Colonel King's carriage landed at Mobile, or was it left on board that ship?

Answer. It was left at Mobile, I think.

Question by prisoner. Do you recollect the circumstance of seeing the crew of the General Hand employed in landing from the ship at Mobile a parcel of tierces of loaf sugar, a quantity of cast iron ware, a quantity of butter in kegs, a quantity of powder, and perhaps some other articles?

Answer. Yes.

GARDNER FULLERTON, a musician of the 4th infantry, a witness on the part of the prosecution, being duly sworn, was questioned as follows, viz:

Question by prosecutor. Did not you come up the river in the vessel that Colonel King and family were on board of; and did you remain on board until you reached Fort Montgomery or the bayou?

Answer. Colonel King's family was not on board the vessel I came in; but on board the Amelia.

Question by prosecutor. What was done with the negroes that Colonel King brought out in the General Hand after his arrival in Mobile?

Answer. They were sent up to Montgomery; two or three on board the vessel I came in, and some on board the Amelia, which came in company with us.

Question by prosecutor. Was the vessel you came in a public vessel; and what was her name?

Answer. I think she was not a public vessel; but dont recollect her name.

Question by prosecutor. What was on board the vessel you came in, provisions or soldiers?

Answer. There were eight or nine soldiers, and baggage for the 8th regiment; but dont know as to the provisions.

Question by prosecutor. Did you see Colonel King's carriage landed at Mobile from on board the ship General Hand?

Answer. I did not.

Lieutenant HENRY R. DULANY, of the 4th infantry, a witness on the part of the prosecution, being duly sworn, says, witness knows that the duty of five per centum has been laid on the sutlers, as set out in the specifications; and since witness was adjutant of the regiment had made two collections under the said order, between the first of April and last of September of the present year, amounting to about one hundred and fifty dollars.

Question by prosecutor. Was any cash turned over to you, as belonging to the regimental fund when you relieved Captain Wilson, or was it entirely in due bills?

Answer. It was entirely in due bills.

Question by prosecutor. Was Colonel King's due bill turned over to you by Captain Wilson as a part of that fund; and did you receipt for it as such?

Answer. Colonel King's due bill was turned over to me for about three hundred dollars; but dont know whether it was a regimental fund or not, but presume it was.

Question by prosecutor. What did you consider Colonel King's due bill given to you for; as a debt due by Captain Wilson to the regimental fund, or as Colonel King's debt to that fund?

Answer. I considered it as a debt due by Colonel King to that fund.

Lieutenant WILLIAM LEAR, of the 4th infantry, a witness on the part of the prosecution, being duly sworn states, that about the 2d of September, 1818, witness ordered Sergeant Starks to take Charles Mason, who had been drunk the over night, and at that time in a very filthy condition, and to duck him and wash him; the sergeant took him to the bay; Mason was brought back dead, but witness does not know whether he was drowned or not. By the order of Major Dinkins witness and Sergeant Starks were put under arrest, and remained so fifteen days. When Colonel King returned to Pensacola witness went to Colonel King's quarters to report the case to him, and found Major Dinkins there, who had mentioned the circumstance to the colonel witness presumes; Colonel King observed, he did not hold him bound for the man's death, but only for the order he had given; witness then returned to his quarters, and in a short time Lieutenant Wilson, the adjutant, brought witness a release from arrest signed by Major Dinkins; and Sergeant Starks was also released without trial, by order of Major Dinkins, as witness believes; and witness does not know that the colonel ever refused to have the affair investigated.

Here the witness objected giving testimony as to third specification, fourth charge; as he might thereby criminate himself.

The court, after mature deliberation, decided that the witness should not testify to the specification generally, but shall answer to such questions as the court deem proper.

Question by court. Was Benjamin Tackwell discharged about the 27th August, 1818; and had his term of service expired, and by whom was he discharged?

Answer. Benjamin Tackwell was furloughed and discharged about the 27th August, 1818, by Colonel King; his term of service had not then expired; his furlough was signed by witness and countersigned by Colonel King.

Question by court. How long had he to serve at the time he was furloughed?

Answer. About fifteen or twenty days.

Question by court. Was he brought back and made to serve out his term of service?

Answer. He was brought back and put on duty; but was again discharged a few days before his term expired by consent of Major Dinkins.

Question by prosecutor. Was he not flogged after his return to Pensacola; and do you know the reason why he was flogged?

Answer. He was flogged. The reason why he was flogged was, that after he got his furlough he tore up his uniform coat in a most contemptuous manner.

Question by court. Was he flogged by sentence of a court-martial?

Answer. He was not.

Question by prosecutor. Was not Colonel King knowing to his being flogged; and did you hear him say he approved of his being flogged?

Answer. He was knowing to it; and I heard Colonel King say he deserved it.

Question by court. Did Colonel King ever cause any legal investigation to be made as to his being flogged?

Answer. Not to my knowledge.

Question by prisoner. Was it on your application that Tackwell was furloughed and discharged?

Answer. I think it was.

Question by prosecutor. What character did Charles Mason and Benjamin Tackwell bear in the 4th infantry?

Answer. The character of Mason was that of a great drunkard; and Tackwell I considered a very indifferent soldier.

Lieutenant Q. B. Heronimus, a witness on the part of the prosecution, being duly sworn, states, that on or about the 10th of August, 1818, witness reported to Lieutenant Sands, adjutant 4th infantry, that a man of the name of Waters had deserted; that Colonel King gave a verbal order to Lieutenant Sands to detail a suitable non-commissioned officer, one who could be trusted, and two men, to pursue this man, and if overtaken within the province of Florida, they should put him to death; but if above the line, they should bring him back. This man was not overtaken by them.

Question by the prosecutor. Where was Colonel King when you reported to Lieutenant Sands the desertion of Waters; and who was present besides Lieutenant Sands?

Answer. He was in front of the officers' quarters; several gentlemen were present, and, I think, Dr. Elliott.

Question by the prosecutor. Did Waters take off his arms with him?

Answer. He did not.

Question by the prosecutor. Did you not act as adjutant at the Barancas, and was it not customary to send commands after deserters, with a similar order to that given by Colonel King?

Answer. I did act as adjutant, but do not recollect to have given such an order.

Question by the prisoner. At what time did you go to the Barancas, and when did you enter upon the duties of adjutant at that post?

Answer. I think on or about the 12th November, 1818.

Fourteenth specification, fourth charge. Witness believes that he has had a sufficiency of time to make purchases of such provisions as could be procured in the country, and that he had at least three days' notice—thinks more.

Question by the prosecutor. Was you not acting quartermaster at the time Lieutenants Dulany, Houston, and yourself were ordered to make purchases of provisions?

Answer. I was.

Question by the prosecutor. What quantity of provisions was on hand when Colonel King gave his order to purchase?

Answer. When I was ordered to purchase provisions in May, 1819, there was on hand a half barrel of beef, and twelve barrels of flour.

Question by the prosecutor. What time was allowed under that order for procuring the supplies necessary? and what was paid for the rations?

Answer. There was an advertisement out three days; and the rations of beef only cost seventeen and a half cents.

Question by the court. How many troops were here at that time?

Answer. About two hundred men.

Question by the court. Do you know that the troops did suffer for want of rations?

Answer. They were one day without meat.

The court adjourned to meet to-morrow at 9 o'clock, A. M.

Tuesday, *November* 30, 1819.

Court met: Present, Lieutenant Colonel William Lindsay, President; Lieutenant Colonel M. Arbuckle, Major James Bankhead, Brevet Major E. Montgomery, Major J. B. Many, Brevet Major A. C. W. Fanning, Major J. N. McIntosh, members; Captain F. L. Dade, supernumerary member; S. D. Hays, Judge Advocate.

Major James E. Dinkins, of the 4th infantry, a witness on the part of the prosecution, being duly sworn, states, that about the 1st September, 1818, Colonel King left Pensacola, and witness assumed the command of the regiment; a day or two afterwards, Lieutenant Lear represented to witness, that he had ordered a soldier by the name of Mason to be ducked, and he believed he was drowned; witness directed the surgeon to be sent to him, and afterwards learned the man was dead; on which witness arrested Lieutenant Lear, and the sergeant who was directed to put the said order into execution, but did not prefer charges against them, because he only considered himself as the temporary commanding officer of the regiment and post, and chose rather to report the circumstances to the colonel on his return, and let him act on them. Witness accordingly done so, on the return of the colonel, about the 16th of the month, and observed, at the same time, witness considered an officer who gave an order for the infliction of punishment, and did not superintend its execution, as accountable for the extent to which it was carried; but left it altogether to him to prosecute or not. Colonel King observed, he thought Lieutenant Lear only accountable for the order he had given, and not for the death of the man, and was not disposed to prosecute, and had no objection to their both being released from arrest. Witness then liberated them. Colonel King did not, however, again assume the command, but witness continued in command until the day on which the regiment left Pensacola. Colonel King was, during the whole of this time, commanding the department, and acting civil and military governor of the province of West Florida.

Question by prosecutor. Was you not in Pensacola when Sergeant Whetten, the messman, was furloughed and discharged previous to the expiration of his term of service? and had you not heard Colonel King say he had engaged him to return in the fall, as his overseer?

Answer. I was in Pensacola, and recollect, at some time, to have heard the colonel speak of having Whetten as an overseer, and if he returned, he expected to get him; but never heard him say that he had actually made a contract with him.

Question by the court. How long prior to the expiration of Sergeant Whetten's term of service was he furloughed and discharged? by whom, and for what purpose or reason?

Answer. I do not know how long he had to serve when furloughed by Colonel King; don't know by whom discharged, for what purpose or reason.

Question by court. Had not Whetten the character of a very good soldier?

Answer. I have heard the officers say he was a man of a very good character; from his being appointed mess sergeant, I was under the impression that it was for his good qualities.

Question by the court. How is the good of the service promoted by discharging a valuable soldier three or four months before his term expires?

Answer. I am of opinion that the service is not injured by discharging a faithful, good soldier, a month or two before his term expires, who has served five years without a furlough.

Question by the court. Has not this been frequently done in the fourth regiment, with the knowledge and consent of Colonel King?

Answer. Men have been frequently furloughed and discharged a short time previous to the expiration of their term of service, in the 4th regiment, to the knowledge of Colonel King, and I presume by his consent.

Question by the prisoner. Have you not had the immediate command of this post since the month of March last?

Answer. I have been in command of this post since about the 18th of March last.

Question by the court. Has not Colonel King been in the actual command of the department since August, 1818, until the day of his arrest?

Answer. He has.

The court adjourned to meet to-morrow 9 o'clock.

WEDNESDAY, *December* 1, 1819.

Court met: Present, Lieutenant Colonel William Lindsay, President; Lieutenant Colonel M. Arbuckle, James Bankhead, Brevet Major E. Montgomery, Major J. B. Many, Brevet Major A. C. W. Fanning, Major J. N. McIntosh, members; Captain F. L. Dade, supernumerary member; S. D. Hays, Judge Advocate.

Major J. B. HOGAN, paymaster 4th infantry, was asked the following question by the court, viz:

Question by the court. Have you any evidence of Colonel King's ever having received your answer to his letter set out in the fourth specification, second charge?

Answer. Colonel King has paid me the three hundred dollars enclosed to him in that letter, that, on my trial before the general court-martial, whereof Brevet Major Fanning was president, acknowledged that he did receive a letter from me, enclosing the three hundred dollars, in which I stated I would accommodate him, by assisting Messrs. Nelson & Randolph to the amount of a few hundred dollars.

Here the following documents were offered to be read in evidence on the part of the prosecution, which was allowed by the court, viz.

Document No. 1, as to the fourth charge, second and eleventh specifications.
Document No. 2, as to the third charge, second and eleventh specifications.
Document No. 3, as to the third charge, fourth and eleventh specifications.
Document No. 4, as to the second charge, fourth and eleventh specifications.
Document No. 5, as to the second charge, fourth and eleventh specifications.
Document No. 6, as to the fourth charge, fifteenth and eleventh specifications.
Document No. 7, as to the fourth charge, fifteenth and eleventh specifications.
Document No. 8, as to the fourth charge, fourth and eleventh specifications.
Document No. 9, as to the fourth charge, seventh and eleventh specifications.
Document No. 10, as to the second and fourth charges, first and fifteenth specifications.
Document No. 11, as to the fourth charge, tenth and eleventh specifications.
Document No. 12, as to the fourth charge, sixth and eleventh specifications.
Document No. 13, as to the fifth charge, first, second, and eleventh specifications.
Document No. 14, as to the fourth charge, eleventh specification.
Document from No. 15 to 27, as to third charge, fourth and eleventh specifications.

The accused (Colonel King) objected to document marked No. 10, as relates to the furlough for Sergeant William Gary, being read as evidence in the case, on the ground that the order furloughing him is in existence, and ought to be produced. The court, after mature deliberation, are of opinion that, inasmuch as the document is admitted to be a true extract from the official registration of furloughs in the fourth regiment, and deeming that the best evidence of the fact therein contained, decided that it ought to be received as evidence, and therefore overruled the objections.

The testimony on the part of the prosecution being closed, the accused, Colonel King, was allowed to examine Captain H. Wilson, Lieutenant H. R. Dulany, fourth infantry, and Major James E. Dinkins, fourth infantry.

Captain HENRY WILSON was interrogated as follows:

Question by prisoner. Were not the orders which you received from Colonel King, during the month of August, 1818, in relation to the shooting of deserters, if overtaken in the province of West Florida, given by him as the immediate commanding officer at Pensacola?

Answer. I believe they were.

Question by prisoner. Did you not, after the 1st of September, 1818, act in the double capacity of adjutant to Major Dinkins, commanding the garrison of Pensacola, and adjutant to Colonel King, commanding the department?

Answer. I did.

Question by prisoner. During the month of September, 1818, and until the evacuation of Florida by the fourth regiment, to whom did you report the deserters from Pensacola, and on whose orders were they pursued?

Answer. Major Dinkins assumed the command of the post of Pensacola on the 1st September, and was in the habit of reporting the casualties of the night to him as the adjutant of the regiment, and that Major Dinkins continued in command until the removal of the troops, except for six days, while Captain Shomo commanded.

Question by prisoner. How many desertions took place from Pensacola from the 15th to the 18th September, 1818, and what was then the strength of the garrison?

Answer. During the 15th and 18th inclusive, there were eight desertions; the strength of the garrison was, on the 15th, two hundred and seventy-two, non-commissioned officers, musicians, and privates, and, on the 18th, two hundred and seventy-five present.

Question by prisoner. Was there not a great number of desertions from Pensacola, in 1818, that were never entered in the regimental book, from the circumstance of their being retaken and brought back in a day or two?

Answer. I presume there were a number of desertions in 1818 that were not recorded.

Question by prisoner. What was the strength of the garrison of Pensacola "present" on the 26th July, 1818?

Answer. The total present was one hundred and thirty.

Question by prisoner. Did Colonel King leave the fourth regiment on furlough, in May, 1817, and when did he rejoin it?

Answer. He left it in May, 1817, and rejoined again in March, 1818, at Fort Gadsden.

Question by prosecution. Was not Colonel King at that time, (August, 1818,) the actual commander of the department, as well as the garrison of Pensacola?

Answer. He was.

Question by court. Did Captain Shomo issue an order assuming the command of the 4th regiment, at Pensacola, during the absence of Major Dinkins, or did you only view him as the commanding officer, in consequence of his being the senior officer present?

Answer. He did not, but I reported to him as being the senior officer present?

Question by prosecution. Did you not hold a conversation with Major Dinkins, about the first time he was in command, and had ordered a party in pursuit of deserters, and did you not state to Major Dinkins, viz: that the order Major Dinkins had just written, which read thus, that if they attempted to escape or resist they should be shot, was not such a one as Colonel King always issued on similar occasions; but that Colonel King always ordered them put to instant death, if taken in West Florida; and did not the Major alter his order at your suggestions?

Answer. Not that I recollect.

Lieutenant H. R. Dulany, being called by the accused, was questioned as follows, viz:

Question by prisoner. As regimental treasurer, had you not charge of the wine fund and mess fund, as well as the regimental fund, and was there not in the treasurer's accounts some hundred dollars due the companies at Amelia Island?

Answer. Yes, I had several different funds, and I believe a company fund, due a company at Amelia Island.

Question by prisoner. When you closed your accounts, did not Colonel King offer to pay down the sum of $130, the amount he then owed to the treasurer, and did not Major Dinkins, (Colonel King being in arrest,) request him to retain it in his hands until it was called for?

Answer. He did.

Question by prisoner. During the time you acted as regimental treasurer, was there not about $200 of the regimental fund expended for the purchase of instruments for the regimental band, and was there not about a like sum laid out to equip for West Point a youth named Henry Von, who had been patronised by the gentlemen of the regiment, and at their interest appointed a cadet at the Military Academy?

Answer. During the time I acted as regimental treasurer, I believe there was about $162 laid out for musical instruments for the regiment, and about $175 paid for the outfit of Henry Von, the youth who was sent to West Point?

Major James E. Dinkins being called, was interrogated as follows:

Question by prisoner. Has Colonel King granted furloughs to any of the men under your command since the month of September, 1818?

Answer. Not to my recollection.

Question by prisoner. Has Colonel King ever given discharges to men under your command before the expiration of their term of service, except on the surgeon's certificate of inability, or when you had granted them furloughs to the expiration of their enlistment?

Answer. Colonel King has discharged men previous to the expiration of their term of enlistment on the surgeon's certificate; in a few instances, I have furloughed men till their term of service expired; their discharge I did not sign, because, before their term of service expired, I might be removed from the command, and therefore preferred that their discharges should be signed by the commanding officer of the regiment.

Question by prisoner. For what length of time were the furloughs usually given, and were the discharges so dated as to be of no effect until the expiration of the term of enlistment; and was not the sole object for which the discharges were given to save the men the trouble and expense of returning for them?

Answer. The furloughs were given from five to thirty days, and, perhaps, in one or two instances, for a few days more; the discharges were so dated as to take effect at the expiration of their term of enlistment; my impression was that the sole object in signing the discharges was to save the trouble and expense of the soldiers returning for them.

Question by prosecutor. Was it practicable, from the manner in which the garrison of Pensacola was necessarily quartered, to restrict the men by means of a chain of sentinels?

Answer. I do not think it was practicable, from the manner in which the town was quartered, to have formed a chain of sentinels.

Question by prisoner. Did it not appear, from your observation, that many of the inhabitants of Pensacola were entirely dependent upon the proceeds of their gardens for the support of their famiiies?

Answer. I believe there were many.

Question by prisoner. Do you recollect the circumstance of complaints being made, immediately after your arrival at Pensacola, in the early part of August, 1818, that the men brought on by you had commenced plundering the gardens of the inhabitants, and committing other depredations upon their property?

Answer. I understood such complaints were made.

Question by prisoner. Was not Major General Gaines at Pensacola in the latter part of July and early part of August, 1818?

Answer. Major General Gaines was there in the early part of August.

Question by prosecutor. Did you not refuse to give a discharge to the late Sergeant Barron, ward-master and steward of the hospital, and do you recollect the reasons you had for refusing the usual indulgence?

Answer. I did refuse, because I thought his services were indispensably necessary here. I think his furlough was for upwards of thirty days.

Lieutenant Colonel William Lindsay being sworn, the following question was asked him:

Question by prisoner. What has been the practice at the posts at which you served, since the 1st January, 1815, in relation to the inflicting of corporeal punishment by stripes and lashes?

The judge advocate objected to the witness answering the question, because it is irrelavent, and the answer to it could in nowise benefit the defence. The prisoner stands charged with an offence before the court, and were he even to succeed in establishing the guilt of others it would not disprove or extenuate his own.

The court, after mature deliberation, sustained the objection.

The court adjourned to meet to-morrow at nine o'clock, A. M.

THURSDAY, *December* 2, 1819.

Court met: Present, Lieutenant Colonel William Lindsay, President; Lieutenant Colonel M. Arbuckle, Major James Bankhead, Brevet Major E. Montgomery, Major J. B. Many, Brevet Major A. C. W. Fanning, Major J. N. McIntosh, members; Captain F. L. Dade, supernumerary member; S. D. Hays, Judge Advocate.

The prisoner offered the following documents, to be read as testimony in his defence, which was allowed by the court:

Document C, eleventh specification, fourth charge.
Document D, fifth specification, third charge.
Document E, eleventh specification, fourth charge.
Document F, first specification, second charge.
Document G, first specification, second charge, and fifteenth specification, fourth charge.
Document H, fourth specification, fifteenth charge.
Document I, fifteenth specification, fourth charge.
Document K, fourth specification, third charge.
Document L, fourth specification, third charge.
Document M, eleventh specification, fourth charge.
Document N, General Jackson's letter of approbation.

The judge advocate objected to document I being read in evidence, because it purports to be the order of the prisoner himself, introduced by himself, to disprove a charge alleged against him for the very fact of having made the order: the prisoner alleges that the order was made by the authority of General Gaines, and not by himself as charged. It is in proof that he issued the order by his adjutant, and it now devolves on him to show that General Gaines directed him to do so; but it is not competent for him merely to state that such is the fact, or to introduce any act of his own in proof thereof.

He should have had General Gaines before this court; he is in their reach, and it was the duty of the prisoner, as it was his interest, to require his attendance; but he has failed to do so. The court, therefore, will reject this testimony, for it is totally inadmissible in its nature, and not the best within their power to obtain.

The court, after mature deliberation, overruled the objection.

The prisoner having closed his testimony, the court allowed him until Monday next to make his defence.

The court adjourned to meet on Monday next at nine o'clock, A. M.

MONDAY, *December* 6, 1819.

Court met: Present, Lieutenant Colonel William Lindsay, President; Lieutenant Colonel M. Arbuckle, Major J. Bankhead, Brevet Major E. Montgomery, Major J. B. Many, Brevet Major A. C. W. Fanning, Major J. N. McIntosh, members; Captain F. L. Dade, supernumerary member; S. D. Hays, Judge Advocate.

When the accused, Colonel King, delivered his defence, which was read to the court, (see document marked O;) when the judge advocate gave his opinion to the court, (see document 28;) after which the court was occupied, during the legal hours of sitting, until Wednesday, twelve o'clock, when they agreed on the following finding and sentence, viz:

After the most mature deliberation, the court find the prisoner, Colonel William King, 4th regiment United States' infantry, not guilty of the 1st specification, 1st charge; not guilty of the 2d specification, 1st charge; not guilty of the 1st charge.

The court find in the 1st specification, 2d charge, that the prisoner did furlough Sergeant Gary about five months before his term of service expired, and that he employed him as his manager or overseer; they also find that the accused did employ Sergeant Latta before his term of service expired; and they also find that he did discharge and furlough Sergeant Whetten about three months before his term of service expired. The court find him not guilty of the other parts of the specification.

Not guilty of the 2d specification of the 2d charge; not guilty of the 3d specification of the 2d charge; guilty of the facts charged in the 4th specification, 2d charge; not guilty as stated in the 5th specification, 2d charge.

On the 2d charge the court find the prisoner guilty of unofficerlike conduct, but cannot in their conscience say that he was actuated by the ungentlemanly motives ascribed to him in the 4th specification, and believe he may have acted under the influence of mistake or misapprehension; they, however, cannot withhold the expression of their highest disapprobation of his conduct in the transaction; they acquit him of so much of the 2d charge as relates to ungentlemanly conduct.

The court find the prisoner guilty of the facts stated in the 1st specification, 3d charge, except so much as relates to the delivery of the deserter; guilty of the 2d specification, 3d charge, except that he did request, and not order or direct, as charged in the specification; guilty of the 3d specification, 3d charge, except that he did request, and not direct, Lieutenant Houston, as stated in the specification. As to the 4th specification, 3d charge, the court find that the prisoner brought out to Mobile, in the ship General Hand, his family, about thirty negroes, some provisions, (part of which he sold,) and some household furniture, all at the expense of the Government; and that he did, on the part of the United States, give to the owners of the ship General Hand the additional sum of $1,175, to convey the said detachment mentioned in the specification to its place of destination, Point Petre, Georgia.

Not guilty of the 5th specification, 3d charge; not guilty of the 3d charge.

The court find the prisoner guilty of the 1st specification of the 4th charge; guilty of the 2d and 3d specifications, 4th charge; guilty of the facts contained in the 4th specification, 4th charge; guilty of the 5th specification, 4th charge, except as to the term of service having expired; guilty of the facts stated in the 6th specification, 4th charge; guilty of the facts stated in the 7th and 8th specifications, 4th charge; guilty of the 9th specification, 4th charge; not guilty of the 10th specification, 4th charge; guilty of the 11th specification, 4th charge; not guilty of the 14th specification, 4th charge; guilty of the facts stated in the 15th specification, 4th charge, except as it relates to the discharge of Sergeant Gary, and the furlough and discharge of Sergeant Latta, and as to them not guilty. Guilty of the 4th charge.

As to the 1st specification of the 5th charge, the court find that the prisoner, Colonel King, did lay a duty of five per centum, as specified; that the duty has fallen on the soldiers, but that has proceeded from an omission, on the part of the commanding officer, in not regulating the sutler's prices; that this duty was not for the benefit of the accused, but for the benefit of the 4th regiment; and find the prisoner not guilty of the 1st specification, as stated; not guilty of the 2d specification of the 5th charge; not guilty of the 5th charge.

The court sentence the prisoner, Colonel William King, of the 4th regiment United States' infantry, to be suspended from all rank, pay, and emoluments, for the space of five years, from the date of the ratification of this sentence.

WM. LINDSAY, *Lieut. Col. Corps Art., President.*
S. D. HAYS, *Judge Advocate, D. S.*

Documents from No. 1 to No. 27, produced, on the part of the prosecution, to the court-martial held for the trial of Colonel King, of the 4th regiment of infantry.

No. 1,

Relating to 4th Charge, 2d and 11th Specifications.

Order to Colonel King to report relative to shooting deserters, and Col. King's report to the Secretary of War.

SIR: ADJUTANT AND INSPECTOR GENERAL'S OFFICE, *March* 29, 1819.

It has been reported to the War Department, from a source entitled to credit, that since you have had the command in Florida and at Pensacola, orders have been given to the military to shoot down deserters, if found within the limits of Florida; that such orders emanated from Colonel King, military commandant, and have accordingly been executed.

The Secretary of War directs that you forthwith make a particular and detailed report, stating the orders, by whom given, by whom executed, on whom executed, and the time when executed; with such other facts as you may deem important on the subject.

I have the honor to be, sir, your obedient servant,

D. PARKER, *Adj. and Insp. General.*

Col. WM. KING, *4th infantry.*

Colonel King's answer to the foregoing order.

SIR: CANTONMENT MONTPELIER, *April* 25, 1819.

In conformity with your order of the 27th ultimo, received by yesterday's mail, I have the honor to report, for the information of the honorable the Secretary of War:

That, about the 1st of August last, it being reported to me that Sergeant Aiken, Corporal Curry, and one private of Captain Peters's company, corps of artillery, had deserted from the Barancas, I gave special orders to one or more parties sent in pursuit, to shoot them if overtaken within the limits of the province of West Florida. They were overtaken some distance short of the line of demarcation, by a party commanded by Corporal Watkins of the 4th reginent, secured, and brought back, unharmed. Similar orders were given, perhaps, in two other instances, during the month of August, and with the like result.

These are the only instances in which it appears orders to shoot down deserters emanated from me, and in no case were they ever carried into execution.

Between the 15th and 18th of September, during my absence from Pensacola, no fewer than *eight desertions* took place from the battalion of the 4th regiment, less than three hundred strong. They were pursued on the orders of Major James E. Dinkins, then of the 8th infantry, commanding the garrison of Pensacola; the non-commissioned officers charged with the conduct of the parties being specially instructed to shoot down the deserters, *wherever found.* One of the parties, commanded by Sergeant William Childress, of the 7th battalion company, 4th infantry, came up with Neil Cameron, a deserter from the 1st battalion company, 4th regiment, about fifteen miles above Pensacola, and shot him. This is the only instance in which orders to shoot deserters were carried into execution.

It may here be proper to call the attention of the Department to the circumstances which elicited the orders in question. With a feeble force I had been thrown into a province (with orders to maintain the flag of the United States) that had first been forcibly wrested from a foreign Power, with whom we were, to all intents and purposes, at war, save that no formal declaration of hostilities had taken place. I was within striking distance of a powerful dependency of the Spanish crown, and bound to hold myself prepared to meet any effort which the captain-general of the island of Cuba might make to recover the violated territory of his master. Under this state of things, desertions from the force under my command prevailed to an extent, perhaps, never before known in the American army; and it became the imperious duty of the commanding officer to check the practice, by the application of such means as were within his reach, legal or otherwise. In ordinary cases, it is a rule of service to order deserters shot down if resistance is offered or an escape attempted; and when it is remembered that it was usual for the deserters from Pensacola to go off armed, avowedly for the purpose of fighting their way through, I think every candid and liberal man will not only consider the orders justifiable, but called for by the exigencies of the service, and the safety of the parties ordered in pursuit.

These remarks apply as forcibly to the case of Cameron as to those wherein the order emanated from me, and, if justifiable in me, was justifiable in Major Dinkins.

In giving an order which involved the life of a human being, I was well aware of the awful responsibility to my God, my conscience, and my country that I assumed, and without delay reported the fact to General Jackson, at Nashville, and General Gaines, at Fort Hawkins, who sanctioned the measure by their silence; and I cannot but feel surprised that the subject should be made one of inquiry at this late hour.

Every act of my military life has been open as midday, sir; and, proudly conscious of the rectitude of my conduct throughout the whole course of my service, I will most cheerfully meet any investigation that may be judged necessary, should the honorable Secretary of War be of opinion that the orders which are the subject of this communication were not warranted by circumstances, and called for by the interest of the public service.

I have the honor to be, very respectfully, sir, your most obedient servant,

WILLIAM KING, *Colonel 4th infantry.*

Brig. Gen. D. PARKER, *Adjutant and Inspector General.*

No. 2.

3d Charge, 2d Specification.

Letter from Colonel King to Lieutenant Houston, 7th infantry, received November 1, 1818.

DEAR SIR:

Mr. Wilson will deliver you your appointment to the 7th regiment. If you would prefer remaining in the 4th, make application through me, and I will obtain a transfer for you if it be practicable.

Do me the favor to pay to Neilson & Randolph the sum of five hundred dollars for me, and I will refund it to you when I return. Get from Mr. Hogan all the money he owes you, and call in the claims against the United States for payment.

Yours, with esteem,

WILLIAM KING.

P. S. Unless you can get a barge load of rations here, it is not worth making a purchase of a smaller quantity under the order of the 1st.

W. K.

To Mr. HOUSTON, *7th infantry.*

No. 3.

3d Charge, 4th Specification.

Russell & Co.'s account with Colonel King.

Account of sales of six barrels of pork and ten barrels of fish, for account of Colonel William King, by Russell & Co., Mobile.

1817, Dec. 30,	To 1 barrel of pork, cash, to Messrs. Kengery and Swett, at $30,	- -	$30 00
" "	To 1 barrel of pork, cash, to Barge S. Pane,	- - - -	30 00
" "	To 2 barrels of pork, 60 days, Jesse O'Neal,	- - - -	60 00
1818, Jan. 1,	To 1 barrel of pork, cash,	- - - - -	30 00
" May 18,	To 1 barrel of pork, cash, R. Tankersby,	- - - -	30 00
" "	To 1 barrel of herrings, R. Tankersby, at $5,	- - - -	5 00
			$185 00
	Deduct commission and storage, 5 per cent.	- - - -	9 25
			$175 75

One barrel of herrings delivered to Messrs. Motley & Co., or to Colonel King's order.

Errors excepted,

RUSSELL & Co.

MOBILE, *May* 16, 1819.

Received of Colonel King, to be sold for his account, pork, cost in Baltimore twenty-four dollars; imported in the ship General Hand, and received December 18, 1817.

No. 4.

2d Charge, 4th Specification.

Colonel King's charges against J. B. Hogan, paymaster 4th infantry.

Extracts from the charges and specifications preferred against John B. Hogan, Esq., paymaster fourth regiment infantry, by Colonel William King, fourth infantry, commanding eastern section, eighth military department.

"Charge 5th. Violation of the thirty-ninth article of the rules and articles of war, by misapplication of public money.

"Specification 1st. In loaning, some time in the month of January, 1819, to the firm of Messrs. Neilson & Randolph, sutlers of the fourth infantry, the sum of fifteen hundred dollars, more or less, out of the funds placed in his hands for the payment of the troops in the service of the United States, thereby putting it out of his power to pay off the fourth regiment infantry, when ordered to do so by the commanding officer of the department, on or about the 10th day of February, 1819."

WILLIAM KING,

Colonel 4th infantry, commanding E. S. 8th Military Department.

S. D. HAYS, *Judge Advocate Southern Division.*

CANTONMENT MONTPELIER, *February* 22, 1819.

Colonel King's note to Major Hogan.

MY DEAR SIR:

I set out for Pensacola to-morrow, and must ask of you the loan of $300 until pay day.

The failure to sell my cotton will lay me under the necessity to use here part of the money I had intended to lay out in Maryland for negroes. This I must raise by letting Neilson have a bill on Baltimore for $1,000; but, as it is possible he may not be able to raise all the money, will you assist us by making him an advance until pay day? out of which you shall be refunded what you have been so good as to loan me.

Your servant,

J. B. HOGAN, Esq. W. KING.

14th January, 1819, sent the $300 per Corporal Clark.

No. 5.

2d Charge, 4th Specification.

Letter from Colonel King to J. B. Hogan, Esq., in answer to a private letter.

SIR: FEBRUARY 13, 1819.

Your private letter of yesterday is received. I regret, as much as you can, the unfortunate difficulty which exists with regard to the payment; but the business has now gone too far to stop, were it possible for me, under any state of things, to sacrifice my military character to my private convenience; but that, I boldly affirm, is impossible. It is my desire to live on the best terms with the officers of my regiment, more particularly those of the staff; but I can never consent to yield my opinion on a point of duty to that of any man, not my superior in rank and service.

With regard to the exchange of the bills in your possession, for those current at Pensacola, it never was, I assure you, my wish or expectation that any loss to you should result from the exchange; my wish was to bring the question before the Government, and I took it for granted the course I adopted would have that effect, unless your money had been in the bills of the Tombeckbee bank, for which specie could have been obtained.

On the subject of inconvenience and loss to the sutlers of the regiment, however much I might, on their account, regret it, yet I cannot consent that a payment shall ever be delayed one moment for their accommodation.

The circumstance connected with this business, that gives me the most uneasiness, is the fact of my having, as you give to understand, been one cause of your present embarrassment by asking you if you could assist Neilson & Randolph to purchase my bill on Maryland. But, again, I repeat, that no personal consideration can be allowed to have any weight with me where my professional duties are involved; they are sacred, and, whilst I hold a commission, shall be discharged without fear of censure, or hope of reward.

I am, sir, very respectfully, your most obedient servant,

W. KING, *Colonel 4th infantry.*

To JOHN B. HOGAN, Esq. *Paymaster 4th infantry.*

No. 6.

4th Charge, 15th Specification.

Extract from Regimental Order, 12th August, 1819.

Sergeant Whetten will be permitted to go on furlough until the expiration of theerm of service.
Certified: December 1, 1819.

W. H. BARCLAY, *Acting Adjutant.*

The accused, in open court, voluntarily admitted the foregoing order to have been made by himself.

S. D. HAYS, *Judge Advocate S. D.*

December 1, 1819.

No. 7.

4th Charge, 15th Specification.

4th Regiment Order.

Sergeant William Gary, second light company, having, with the approbation of the major general, been indulged with leave of absence until the 16th day of August next, when his term of service expires, is, with his own consent, to be mustered as a private sentinel until further orders.

By order:

H. WILSON, *Adjutant 4th infantry.*

CANTONMENT MONTPELIER, *March* 18, 1817.

Certified: December 1, 1819.

W. H. BARCLAY, *Acting Adjutant.*

No. 8.

4th Charge, 4th Specification.

PENSACOLA, *August* 10, 1819.

4th Regiment Order.

Complaints having been made to the colonel commanding, that the soldiers are getting into the habit of committing depredations on the citizens, gentlemen in command of companies are called upon to prevent such disturbance in future, and they will use every effort to find out the perpetrators of the irregularities which have already taken place, in order that the most exemplary punishment may be inflicted.

Patroles will be sent through the town every hour to take up stragglers, and every man found out of his quarters between tattoo and reveille, may expect to receive *fifty lashes*, and be confined one month in the *black hole*, on *bread and water;* the commanding officer being determined to check all further depredations.

On Sunday next the regular parades, with arms at troop and retreat, will commence, and on that day the guards must be increased to one subaltern, two sergeants, three corporals, and thirty men, to be under charge of a captain, as officer of the day.

By order: R. M. SANDS, *Acting Adjutant.*

Certified: December 2, 1819:

W. H. BARCLAY, *Adjutant 4th infantry.*

No. 9.

4th Charge, 7th Specification.

PENSACOLA, *June* 28, 1818.

DEPARTMENT ORDER.

A general court-martial of five members, will convene at the president's quarters to-morrow morning at 10 o'clock, A M. for the trial of such prisoners as may be brought before it.

Captain McIntosh, fourth infantry, President; Captain Gale, fourth infantry, Lieutenant Scallan, first infantry, Lieutenant Sands, fourth infantry, Lieutenant Lear, fourth infantry, members; Lieutenant Wilson, will act as Judge Advocate.

By order: H. WILSON, *Dep. Adjutant.*

PENSACOLA, *June* 29, 1818.

At a general court-martial, pursuant to the above order, of which Captain McIntosh is President, was tried private William Newby, of the fourth regiment of infantry; arraigned on the following charge and specification, preferred against him by Lieutenant Wilson.

CHARGE. *Desertion.*

Specification. In deserting from the third battalion company fourth regiment infantry, whilst stationed at Fort Hawkins, Georgia, between the 14th of February and the 13th of March, 1816.

HENRY WILSON, *Adj. 4th infantry.*

To which charge and specification the prisoner pled guilty. The court, after mature deliberation, find the prisoner, William Newby, guilty as charged, and sentence him to have his left ear cut from his head, receive fifty lashes on his bare back, on the grand parade, have his head shaved, and drummed out of service.

The court then proceeded to the trial of Henry Benner, a private of the eighth battalion company fourth regiment United States' infantry; arraigned on the following charge and specification:

CHARGE. *Desertion.*

Specification. In deserting from the eighth battalion company fourth regiment United States' infantry, whilst on guard, and stationed at cantonment Montpelier, on or about the 11th June, 1817.

J. H. GALE, *Capt. 4th infantry.*

To which charge and specification the prisoner pled guilty. The court, after mature deliberation, find the prisoner guilty as charged, and sentence him to receive fifty lashes on his bare back, his head shaved, and drummed out of service. The court has been induced to award this lenient punishment to the prisoner, in consequence of the possibility of his being on his way to surrender himself when apprehended, as stated by him in extenuation of punishment.

The court adjourned to meet to-morrow.

The court met pursuant to adjournment; all present. The proceedings being read over, the court beg leave to recommend to the clemency of the commanding officer, for a remission of so much of the sentence passed on private William Newby as relates to cutting off his left ear.

The court adjourned *sine die.*

The commanding officer approves the foregoing proceedings of the general court-martial of which Captain McIntosh is President; but is pleased to remit the punishment, except the fifty lashes, which will be immediately carried into effect, and the prisoner return to duty.

By order:

HENRY WILSON, *Dep. Adjutant.*

Certified: December 1, 1819.

W. H. BARCLAY, *Act'g Adj. 4th infantry.*

No. 10.

2d Charge, 1st Specification, and 4th Charge, 15th Specification.

CANTONMENT MONTPELIER, ALABAMA TERRITORY, *November* 30, 1819.

I certify that Sergeant William Gary, of the second light company fourth regiment of infantry, was enlisted on the 17th August, 1812, to serve for five years, and was furloughed on the 17th March, 1817, at cantonment Montpelier, to the expiration of his term of service, by order of Colonel King, as appears by the books and documents of this office.

W. H. BARCLAY, *Act'g Adj. 4th infantry.*

No. 11.

4th Charge, 10th Specification.

PENSACOLA, *June* 19, 1818.

ORDERS.

In order to guard against the introduction of infectious diseases the following quarantine regulations are established, and will be carried into effect by the officer commanding at Fort St. Carlos de Barancas, until the 1st day of November.

1st. All vessels arriving from foreign ports will be made to ride quarantine for the space of ten days.

2d. All vessels arriving from New Orleans, or any port of the United States on the Atlantic coast, south of the Chesapeake bay, will ride quarantine for the space of five days.

3d. Vessels arriving from other ports of the United States may be permitted to proceed to town unless the health officer, after a careful inspection, shall be of opinion that either from disease having made its appearance, the nature of the cargo, or other cause, the health of the city might be jeopardized, in which case, the commanding officer will order such detention of the vessel as the health officer may judge necessary.

4th. When a vessel has rode out the quarantine, and, previous to her being permitted to get under way, the health officer will make a critical examination of the situation of her crew, passengers, &c. when, if he is perfectly satisfied there is no danger to be apprehended, the vessel may be discharged, but if he has any doubt on the subject he will report to the commanding officer, who will detain her until those doubts be removed.

5th. Should a vessel arrive with a case of contagious disease on board, it will be immediately reported to the colonel commanding, for his orders.

6th. Whilst a vessel is undergoing quarantine she will, from sunrise to sunset, wear her ensign in the mizzen shrouds, and the fort will be careful not to suffer her to have any communication with the main shore under any pretence whatever; but there is no objection to her crew landing on the island of Santa Rosa, for the purpose of taking fish.

7th. The health officer will visit every morning the vessels riding quarantine; and will muster and inspect the crews and passengers, and will immediately report the names and description of any person or persons, who may have presumed to land, in order that they may be seized and punished. No persons will be permitted to attend the health officer in those visits except his boat's crew.

8th. Doctor Walmsley is appointed health officer for the harbor, and will be respected accordingly. He will consider himself entitled to receive, as a compensation for his services, for the first visit $— for every vessel of or under one hundred tons, and $— from every vessel over that burthen; and for each succeeding visit one half that sum, independent of a reasonable charge for professional attendance, where it may be required.

By order:

HENRY WILSON, *Dep. Adjutant.*

Certified Copy: December 1, 1819.

W. H. BARCLAY, *Acting Ad't. 4th infantry.*

No. 12.

4th Charge, 6th Specification.

PENSACOLA, *June* 19, 1818.

FOURTH REGIMENT ORDER.

At a regimental court-martial, convened on the 6th June, 1818, of which Captain Gale is President, was tried Corporal Roberts, on the following charges and specifications, exhibitited against him by Lieutenant Houston.

CHARGE. *Neglect of duty, and disobedience of orders.*

Specification. After being put on duty by Lieutenant Houston, at his quarters, on the 3d of June, 1818, he left them and went into Pensacola, where he became intoxicated with ardent spirits.

CHARGE 2. *Frequent intoxication.*

Specification. In being frequently intoxicated between the 10th and 13th June, 1818.

To which charges and specifications the prisoner pleaded *not guilty.*

The court, after mature deliberation on the testimony adduced, find the prisoner, Corporal Roberts, guilty, and sentence him to be reduced to the rank of a private sentinel, and to receive twenty-five lashes on his bare back.

The court then proceeded to the trial of private McNitts, of the eighth battalion company, on the following charge:

CHARGE. *Unsoldier-like conduct.*

Specification. In making use of insolent and abusive language towards Sergeant Gladden, on or about the 1st June, 1818.

To which charge and specification the prisoner pleaded *not guilty.*

The court, after mature deliberation on the evidence adduced, find the prisoner, McNitts, guilty as charged, and sentence him to receive, privately, forty-five lashes on his bare back.

The court adjourned *sine die.*

The commanding officer approves the foregoing proceedings, but is pleased, in the case of Corporal Roberts, to remit that part of the sentence ordering him twenty-five lashes.

By order:

HENRY WILSON, *Adjt. 4th infantry.*

Certified: December 1, 1819.

W. H. BARCLAY, *Acting Adjt. 4th infantry.*

No. 13.

5th Charge and Specifications.

Extract from Regimental Regulations.

ARTICLE 50. A duty of five *per cent.* will hereafter be laid on all moneys collected by the sutlers, which shall constitute a regimental fund for the support of a *band*, and for such other purposes as will be judged best calculated to promote the interest of the regiment. The sutlers will therefore hand in to the adjutant the day preceding that on which the payment is to commence duplicate accounts of their claims against each company, one of which will be furnished the company officers, to regulate the collections of the sutlers, and the other filed in the Adjutant's office.

At twelve o'clock on the day after the payment, the sutlers will call on the adjutant and pay over to him the amount due under this regulation, taking duplicate receipts, one of which they will deposite with the colonel, or senior officer present.

The amount thus collected the adjutant will hold subject to the order of the commanding officer.

By order:

HENRY WILSON, *Adjutant 4th infantry.*

Certified: December 1, 1819.

W. H. BARCLAY, *Acting Adjutant 4th infantry.*

No. 14.

Register of desertions in the 4th regiment of Infantry from the 22d July to the 27th December, 1818.

No.	Rank.	Names.	Company.	Time.	From what place.	Remarks.
1	Private.	Edward Powers,	8th Battalion,	July 22, 1818,	Pensacola,	
2	do	William Flinn,	5th do	" "	do	Retaken.
3	do	Thomas Caldwell,	2d Light,	August 22, "	do	
4	do	Zachariah Parlett,	do	" "	do	
5	do	William Figg,	1st Battalion,	Sept. 8, "	do	Retaken.
6	do	Gilliam Boulton,	do	" 9, "	do	
7	do	Willis Whitehead,	do	" 13, "	do	
8	do	John Story,	do	" 13, "	do	
9	do	Neil Cameron,	do	" 14, "	do	
10	do	Daniel Tucker,	2d Light,	" 17, "	do	
11	do	James Scott,	do	" 17, "	do	
12	do	John Weatherby,	1st Battalion,	" 29, "	do	
13	do	James Bradley,	do	" 30, "	do	
14	do	John Westbrooke,	do	" 30, "	do	
15	do	William Baston,	do	Nov. 9, "	do	
16	do	James McKenney,	7th Battalion,	" 16, "	do	
17	do	John McGinnis,	do	" 16, "	do	
18	do	John Wanton,	do	" 16, "	do	
19	do	John Buchanan,	2d Light,	" 19, "	do	
20	do	Joel Fergason,	1st do	" 30, "	do	
21	do	Youg Lath,	do	Dec. 1, "	do	
22	do	William McEnry,	1st Battalion,	" 27, "	do	
23	do	John Anderson,	7th do	Sept. 17, "	do	

W H. BARCLAY, *Acting Adjutant 4th infantry.*

No. 15.

4th Specification, 3d Charge.

Colonel King's letter to the War Department.

SIR: BALTIMORE, *September* 24, 1817.

The house of Stump & Williams offer me the ship Congress, about to sail to New Orleans, for the sum of $2,000; they reserve to themselves the right of putting what heavy freight may offer on board, and giving me the privilege of transporting any number of men the ship can accommodate, provided she be despatched on or before the 1st day of November; the vessel to touch at Mobile, and allow the necessary time for the landing of troops, baggage, &c. With this offer I have closed, subject to the approval or disapproval of the Department, considering it a good one, as the sum of $1,200 was paid for the ship Aristides to Charleston.

Captain Hook has enlisted forty men, and entertains no doubt but he will be able to obtain at least as many more by the 1st of November. As Messrs. Stump & Williams are desirous of knowing as soon as possible whether they may consider their vessel as chartered, I will thank you to communicate your determination by the next mail. But, as I shall leave town in the morning, I will thank you to put your letter unsealed under cover to Captain Hook, who will first show it to Messrs. Stump & Williams, and then forward it to me at Easton.

With great respect, I have the honor to be your most obedient servant,

WILLIAM KING, *Colonel 4th infantry.*

Brigadier General D. PARKER, *Adjutant and Inspector General.*

ADJUTANT AND INSPECTOR GENERAL'S OFFICE, *August* 11, 1819.

The within is a copy of the original on file in this office.

D. PARKER, *Adjutant and Inspector General.*

No. 16.

3d Charge, 4th Specification.

Letter from General Parker to Captain Hook, enclosing a letter to Colonel King.

SIR: ADJUTANT AND INSPECTOR GENERAL'S OFFICE, *September* 26, 1817.

Please to read, seal, and forward the enclosed letter to Colonel King. You will make inquiry for transportation of your recruits to Mobile. It is believed a vessel bound to New Orleans will take them on for one-half the charge reported by the colonel, which he states to be $2,000. You will muster and inspect the recruits which shall have been made at Baltimore for your regiment on the 30th instant, and report such as are mustered into service: they will not, however, be paid until further orders. When you are in want of funds for the recruiting service, you will state your accounts and transmit to me an estimate.

I have the honor to be, sir, your obedient servant,

D. PARKER, *Adjutant and Inspector General.*

Captain JAMES H. HOOK, *4th infantry, Baltimore.*

ADJUTANT AND INSPECTOR GENERAL'S OFFICE, *August* 11, 1819.

The within is a copy from the records of this office.

D. PARKER, *Adjutant and Inspector General.*

Letter from General Parker to Colonel King, enclosed in the foregoing.

SIR: ADJUTANT AND INSPECTOR GENERAL'S OFFICE, *September* 26, 1817.

I have received your letter of the 24th instant, and have laid it before the acting Secretary of War, who deems the freight of the Congress too high for the transportation of the men who are and may be enlisted by Captain Hook: he has been directed to make further inquiry, and report on the subject.

I have the honor to be, sir, your obedient servant,

D. PARKER, *Adjutant and Inspector General.*

Colonel W. KING, *4th infantry.*

ADJUTANT AND INSPECTOR GENERAL'S OFFICE, *August* 11, 1819.

The above is a copy from the record of this office.

D. PARKER, *Adjutant and Inspector General.*

No. 17.

3d Charge, 4th Specification.

Letter from Colonel King to the War Department.

SIR: BALTIMORE, *September* 25, 1819.

Having ascertained that I shall in all probability be able to obtain a vessel on better terms about the time we are ready to embark, I have declined taking the Congress.

WILLIAM KING, *Colonel 4th infantry.*

The ADJUTANT AND INSPECTOR GENERAL *United States' Army.*

ADJUTANT AND INSPECTOR GENERAL'S OFFICE, *August* 11, 1819.

A copy of the original on file in this office.

D. PARKER, *Adjutant and Inspector General.*

No. 18.

4th Specification, 2d Charge.

Letter from Colonel King to the Department of War.

SIR: OCTOBER 16, 1817.

I arrived here yesterday, and find that Captain Hook has not yet been able to obtain a vessel at the price limited by the department for the transportation of the Detachment to Mobile, which now amounts to seventy men. I do not believe a vessel suitable for the purpose will be obtained for less than the sum at which I have taken the Congress; but, if the Secretary will authorize me to pay $1,500, I will out of my own pocket make up the deficiency, whatever it may be, but I hope to be able to obtain one at that price.

Be pleased to answer me on this subject immediately, as I am very desirous to be off by the 1st of November, and we have not now one moment to spare.

With great respect, I have the honor to be,

WILLIAM KING, *Colonel 4th infantry.*

The ADJUTANT AND INSPECTOR GENERAL, *Washington.*

ADJUTANT AND INSPECTOR GENERAL'S OFFICE, *August* 11, 1819.

A copy of the original on file in this office.

D. PARKER, *Adjutant and Inspector General.*

No. 19.

4th Specification, 3d Charge.

Letter from Colonel King to the War Department.

SIR: BALTIMORE, *October* 17, 1817.

I had hoped to have been favored with your reply to my letter of the 15th by to-day's mail, but was disappointed.

Four vessels are offered me for the transportation of my troops to Mobile; one at $2,000, and the other three at $1,500. That at $2,000 is by far the best calculated for our purpose, inasmuch as she has fine roomy accommodations between decks for the men; yet, as the Government have in one instance refused to give that sum, I have declined taking her, and have contracted for the only one of the other three that will at all suit; subject, as in the case of the *Congress*, to the pleasure of the Department.

Be pleased to communicate the decision of the Secretary on this subject to Captain Hook as soon as possible, that the owners of the vessel may not be kept in suspense. Should the arrangement be confirmed, it will be necessary that a sum of money should be placed in the hands of Captain Hook, for the purpose of laying in fuel, purchasing plank for temporary bunks, &c. &c.

I am, sir, your obedient servant,

WILLIAM KING.

To Brigadier General PARKER, *Adjutant and Inspector General.*

ADJUTANT AND INSPECTOR GENERAL'S OFFICE, *August* 11, 1819.

A copy of the original on file in this office.

D. PARKER, *Adjutant and Inspector General.*

No. 20.

4th Specification, 3d Charge.

Letter from General Parker to Colonel King.

SIR: ADJUTANT AND INSPECTOR GENERAL'S OFFICE, *October* 18, 1817.

I have received your letter of the 16th instant, and have laid it before the War Department.

I am now authorized to inform you that a proper vessel may be chartered for conveying all your recruits, &c., at the price you suggest, $1,500.

Write to Mr. Ervine, Commissary General, to learn if there is any clothing, or other supplies, which can be forwarded by the same vessel.

It is the wish of the War Department that the men should be sent on as soon as possible.

I sent to Captain Hook a uniform coat for Major Cutler, to go on with your baggage, and have so advised the major, agreeably to his request.

I have the honor to be, sir, your obedient servant,

D. PARKER, *Adjutant and Inspector General.*

Colonel WM. KING, *4th infantry.*

ADJUTANT AND INSPECTOR GENERAL'S OFFICE, *August* 11, 1819.

The within is a copy from the records of this office.

D. PARKER, *Adjutant and Inspector General.*

No. 21.

4th Specification, 3d Charge.

Letter from Colonel King to the War Department.

SIR: BALTIMORE, *November* 10, 1817.

Under the authority of the honorable the Secretary of War, to add to the original contract for the General Hand the sum which I should have to give another vessel, for the transportation of the detachment to St. Mary's,

I have agreed with the owners of that ship to land the troops at St. Mary's, for the additional sum of $1,175. This I believe to be at least as small a sum as any suitable vessel could have been had to go to St. Mary's for; and had another been chartered, the expense of getting the supplies, now on board the General Hand, delivered, stored, and reshipped, would have been considerable, independent of the damages to which her owners would have been entitled, while she was detained discharging; besides, the great object of the Government appears to be despatch; and under any other arrangement, a detention of a week or ten days must have taken place. Now every thing is in readiness, and we sail at an early hour to-morrow.

Had I chartered another vessel, there is not a doubt but Messrs. Boyle & Co. would have recovered the full amount of the first contract; and, indeed, so well satisfied were they of the justness of their claim, that they were perfectly willing to refer the question to any two merchants of the city. I therefore hope the arrangement will meet the approbation of the Department; and I do assure you that I would not again undergo the vexation and trouble which this business has caused me, for any consideration.

The sum received at Washington, on the 7th instant, being entirely inadequate to pay the transportation of the detachment, and place my quartermaster in funds, I have taken advantage of your suggestion, and drawn on the honorable Secretary of War, in favor of Messrs. Boyle & Co., for the amount of their account. The money on hand I shall turn over to the quartermaster, to be by him disbursed. This I beg you to explain to the Secretary, in order that no difficulty may occur when my draught is presented.

Colonel Brooke having been reported "*absent without leave*" for more than six months, I shall be constrained, by a sense of duty, to bring him before a general court-martial. I have therefore to solicit, that, should he report at your office, he may be ordered to repair to the head-quarters of the fourth infantry without delay, and not assigned to the command of Point Pętre, as was at one time contemplated.

I have the honor to be, most respectfully, sir, your obedient servant,

WM. KING, *Colonel 4th infantry.*

Brig. Gen. D. PARKER, *Adjutant and Inspector General.*

P. S. I have received dates of the 6th of October from Montpelier, but they are silent on the subject of a movement; I am, of course, led to believe the major general has given up his contemplated expedition.

W. K.

A true copy from the original now on file in this office; having been returned from the War Department, where it was deposited when first received.

D. PARKER, *Adjutant and Inspector General.*

No. 22.

4th Specification, 3d Charge.

Letter from the War Department to Colonel King.

SIR: DEPARTMENT OF WAR, *November* 24, 1817.

Having furnished you with money to pay the transportation of the detachment of men enlisted by Captain Hook, from Baltimore to Point Petre, I regret that the necessity has been imposed upon me to refuse the payment of the bill which you drew on this Department for that purpose. Funds having previously been forwarded to General Gaines, on account of the quartermaster's department for the fourth and seventh regiments, which are under his immediate command, there was no necessity to furnish you with any on account of the general expenditure of the quartermaster's department, for the fourth regiment; the funds placed in your hands, therefore, will be applied to the particular object for which they were advanced.

I have, &c. &c.

GEORGE GRAHAM.

Colonel WM. KING, *4th infantry, Mobile.*

WAR DEPARTMENT, *August* 11, 1819.

I certify that the above is a true copy from the records of this Department.

C. VANDEVENTER, *C. C.*

No. 23.

4th Specification, 3d Charge.

Letter from Colonel King to the War Department.

SIR: MOBILE, *December* 19, 1818.

Your letter of the 24th ultimo was forwarded to this place, and I have just received it, informing me that you had protested my bill in favor of Messrs. Boyle & Co. of Baltimore; and, however mortified I may be at the circumstance, I assure you I am relieved from a state of great perplexity; for, there being no agent left in this quarter to whom I could pay over the public money in my hands, nor bank in which it could be deposited, I was truly at a loss to disencumber myself of it. Fortunately, the captain was still here, and agreeably to your instructions, the money has been paid over to him.

I am, sir, very respectfully, your most obedient servant,

WM. KING, *Colonel 4th infantry.*

GEORGE GRAHAM, Esq., *Acting Secretary of War.*

WAR DEPARTMENT, *August* 11, 1819.

I certify that the above is a true copy from the original letter on file in this office.

C. VANDEVENTER, *C. C.*

No. 24.

4th Specification, 3d Charge.

Letter from the Secretary of War to Colonel King.

SIR: DEPARTMENT OF WAR, *February* 16, 1818.

Your letter of the 19th December last is received. Soon after I came into the Department, Messrs. Boyle & Co. presented your draught for $2,675, which the acting Secretary of War had noted for non-acceptance.

Impressed with the belief that the funds you had received, for the purpose of transporting your detachment to Mobile, might be usefully applied to other objects after your arrival at your destination, and, supposing that you had retained them with such motives, I directed the payment of the draught, and the amount to be carried to your debit on the books of the Third Auditor. You will be held accountable accordingly. Messrs. Boyle & Co. have been notified of the payment being made to the captain of their vessel; and should they refund the amount of the draught it will be placed to your credit.

I have the honor to be, &c.

J. C. CALHOUN.

Colonel WM. KING, *Fort Scott, Georgia.*

WAR DEPARTMENT, *August* 11, 1819.

I certify that the above is a true copy of the original letter on record in this office.

C. VANDEVENTER, *C. C.*

No. 25.

4th Specification, 3d Charge.

Letter from Colonel King to the Secretary of War.

SIR: CAMP AT FORT ST. MARKS, E. F., *April* 27, 1818.

On the return of the army to this place, yesterday, I had the honor to receive your communication of the 16th of February last, acknowledging the receipt of my letter of the 19th of December preceding, informing me that my draught in favor of Messrs. Boyle & Co., of Baltimore, which had been protested by the late acting Secretary of War, had been paid by you, and the amount charged to my account on the books of the Third Auditor. The adoption of this course by Mr. Graham would have afforded me satisfaction, and promoted the interest of the service. But that gentleman having thought proper to dishonor my bill, and the public funds having been paid out of my hands by a positive order, under date of the 24th of November, 1817, I have to regret that the bill was ever redeemed; and as, on no principle whatever, can I be made responsible for the sum last paid to Messrs. Boyle & Co., I must leave it to the Department to adopt such measures for the recovery of that money from those gentlemen as you may think proper. In the mean time, I confidently flatter myself, you will order my account credited with the amount of the draught with which it appears I now stand charged.

The motives to which you are pleased to ascribe the course pursued by me, in this transaction, are precisely those by which I was governed; and, in order to remove any unfavorable impressions which may have been made on your mind by the *singular conduct of Mr Graham*, to use no harsher expressions towards that gentleman, permit me to make the following concise statement of the facts connected with the occurrence.

Under an order from the Department of War to transport from Baltimore (Maryland) to Mobile, a detachment of the troops belonging to the fourth regiment, I received, on estimate, the sum of $3,000, the one half for transportation, the residue on account of the quartermaster's department. The destination of the detachment being changed, after provisions, baggage, &c., had been embarked, and the owners of the vessels refusing either to give up the contract, or to leave the men at St. Mary's, without an additional compensation, the expenses were increased to nearly the amount of the public money in my possession, and I determined to draw on the Secretary of War for the amount of transportation, a course previously suggested by the Adjutant and Inspector General, holding on to the $3,000 for the use of my quartermaster, well aware of the almost impossibility of obtaining funds in the remote quarter to which I was about to repair.

With great respect, &c. &c.

W. KING, *Colonel Commanding.*

Hon. J. C. CALHOUN.

WAR DEPARTMENT, *August* 11, 1819.

I certify this to be a true copy of the original on file in this office.

C VANDEVENTER, *Chief Clerk.*

No. 26.

4th Specification, 3d Charge.

Letter from Colonel King to the Secretary of War.

SIR: FORT GADSDEN, *May* 4, 1818.

Since I had the honor of addressing you, under date of the ———, from St. Marks, I have received advice that the sum of money paid by me to Captain McNeil, on account of Messrs. Boyle & Co., has been deposited in the hands of Messrs. Vincent, Noble, & Co. of New Orleans, subject to my order. As soon as an opportunity occurs, I shall draw in favor of the quartermaster's department for this money, and shall then, of course, stand fairly charged with it on the books of the Third Auditor.

With great respect, &c.

WILLIAM KING,
Colonel Commandant 4th regiment.

Hon. J. C. CALHOUN, *Secretary of War.*

WAR DEPARTMENT, *August* 11, 1819.

I certify the above is a true copy of the original letter on file in this office.

C. VANDEVENTER, *Chief Clerk.*

No. 27.

4th Specification, 3d Charge.

Letter from Mr. Hagner, enclosing copies of draught on the War Department by Colonel King, for transportation, forage returns, &c.

SIR: TREASURY DEPARTMENT, THIRD AUDITOR'S OFFICE, *August* 12, 1819.

Agreeably to your letter of the 11th instant, I hand you enclosed certified copies of the papers in this office, connected with the transportation of a detachment of the 4th infantry, from Baltimore, by Colonel King, in the fall of 1817; and copies of his requisitions and receipts for forage in kind, in the months of September and October last.

Respectfully, your obedient servant,
PETER HAGNER, *Auditor.*

Brigadier General DANIEL PARKER,
Adjutant and Inspector General, Washington.

[Enclosures in the foregoing letter.]

TREASURY DEPARTMENT, *Third Auditor's Office, August* 11, 1819.

I certify that the papers hereto annexed are true copies taken from the originals on file in this office, furnished in pursuance of the letter of the adjutant and inspector general, dated August 11, 1819, viz:

A. Copy of the draught of Colonel William King, dated November 11, 1817, for two thousand six hundred and seventy-five dollars.

B. Copy of the receipt to Colonel King, for the use of the ship General Hand.

Nos. 1 and 2. Copies of requisitions and receipts signed by Colonel King for forage.

PETER HAGNER, *Auditor.*

A.

$2,675

SIR: BALTIMORE, *November* 11, 1817.

At ten days' sight pay to Messrs. Hugh Boyle & Co., or to their order, the sum of two thousand six hundred and seventy-five dollars, for the use of their ship the General Hand, Captain Daniel McNeil. Fifteen hundred dollars being, under the original contract, for the transportation of a detachment of the 4th regiment, to the town of Mobile; and the residue, eleven hundred and seventy-five dollars, an additional compensation for the ship's landing the troops at St. Mary's, Georgia.

I am, sir, your obedient servant,
WILLIAM KING, *Colonel 4th infantry.*

To GEORGE GRAHAM, ESQ. *Secretary of War.*

Noted for non-acceptance, November 19, 1817.
M. N. *N. P.*

[Endorsements on the bill.]

Received, January 5, 1818, warrant No. 1,524, for twenty-six hundred and seventy-five dollars, being for a bill of exchange in their favor, dated November 11, 1817, drawn by William King, colonel 4th infantry, for transportation of troops from Baltimore to Mobile and St. Mary's; for which sum he is accountable.

$2,675 HUGH BOYLE & Co.

Pay to the order of James W. McCulloch, Esquire, cashier.

HUGH BOYLE & Co.

Pay Richard Smith, Esquire, cashier, or order.

J. W. McCULLOCH, *Cashier.*

To be paid; the expense of protest not included.

J. C. C.

B.

MOBILE, *December* 19, 1817.

Received of Colonel William King, the sum of two thousand six hundred and seventy-five dollars, being in full for the use of the ship General Hand, employed for the transportation of a detachment of United States' troops to this place and St. Mary's, Georgia.

Signed duplicates, for HUGH BOYLE & Co.

DANIEL McNEIL.

$2,675 Witness, G. MILLER.

No. 1.

Forage return for two horses, the property of Colonel Wm. King, fourth infantry, for the month of September, commencing the 1st and ending the 30th, inclusive:

Thirty days, two horses, eight hundred and forty pounds of fodder, four hundred and eighty quarts of corn, fifteen bushels.

WM. KING, *Colonel.*

PENSACOLA, *September* 30, 1818.

Received of Lieutenant A. M. Houston, acting assistant deputy quartermaster general, eight hundred and forty pounds of fodder and fifteen bushels of corn.

Signed duplicates. WM. KING, *Colonel 4th infantry.*

No. 2.

Forage return for two horses, the property of Colonel Wm. King, fourth infantry, for the month of October; commencing the 1st and ending the 31st, inclusive.

Thirty-one days, two horses, eight hundred and sixty-eight pounds of fodder, four hundred and ninety-six quarts of corn, and fifteen and a half bushels.

WM. KING, *Colonel.*

PENSACOLA, *October* 31, 1818.

Received of Lieutenant A. M. Houston, acting assistant deputy quartermaster general, eight hundred and sixty-eight pounds of fodder, and fifteen and a half bushels of corn.

Signed duplicates.

WM. KING, *Colonel.*

Documents from A to O, produced on the part of the defence, before the general court-martial, held for the trial of Colonel William King, of the fourth regiment of infantry.

A.

Colonel King's objection to pleading to certain charges and specifications exhibited against him.

I object, Mr. President, to plead to the following specifications of the charges on which I stand arraigned before this court:

To the third specification of the first charge, I object to plead, *because it is malicious and vexatious, and contains no offence.*

It is true, sir, that, in company with the prosecutor, I did visit Mobile, on the 6th of October, 1818; we arrived in the ferry boat from Blakely, at twelve o'clock, and I returned with the boat the same afternoon. I again visited Mobile, in company with my accuser, on the 3d and 4th January, 1819; we arrived from Blakely, at twelve o'clock on the 3d, and I left Mobile about the same hour on the 4th. I also travelled to, remained at, and returned from, St. Stephen's, on the 2d, 3d, and 4th of December, 1818, again in company with Major Hogan. We dined at his house at Montgomery on the 2d, and slept at my quarters, at Montpelier, on the night of the 4th; so that of the six days for which I am accused of having improperly drawn double rations, there is but one of them that I was not within my command. But what, Mr. President, if I had been without the limits of my department six times six days? I still retained the command, and was justly entitled to the double rations. General Gaines, when exercising the same command, has made St. Stephen's his head-quarters for weeks at a time; he recently retained command of the E. S. southern division, whilst accompanying the President on his tour of observation, as far as Lexington, Kentucky, many hundred miles beyond the limits of his district. General Jackson retained command of his division when at New York, last year; and, on the principle of my accuser, the commanding officer of a post forfeits his claim to double rations every time he goes beyond his chain of sentinels. The idea, sir, is preposterous.

I object, sir, to plead to the 1st specification of the 2d charge, *as being too loose and general, neither time nor place being set forth in the accusation.*

My sole object, Mr. President, in throwing out this specification, is to save an idle waste of time; for I am prepared to show that Sergeant Gary was furloughed by the authority of Major General Gaines, and discharged at the expiration of his term of service by Major Cutler, when I was in Maryland. In the case of Sergeant Whetten, who was as faithful a soldier as any in the army of the United States, I did, sir, what I had a right to do. I furloughed him, in August, 1818, for three months, and to save him the trouble of coming from South Carolina for his discharge, it was given to him with his furlough, dated, and to take effect, in the month of November following, when his term of service expired. With Sergeant Whetten I never formed a contract, but he was an active, capable, industrious, young man, and I promised him, that if he did return to this Territory, I would employ him as my overseer for the ensuing year. As for Sergeant Latta he was furloughed by Colonel Brooke for twenty days, and by that officer discharged, without any interference on my part, I believe.

Mr. Gary managed my plantation for two years, and Mr. Latta has had charge of it since March last; and, in the name of God, Mr. President, who but my prosecutor would ever have thought of making this a charge against me? Perhaps he wishes to be understood, that because my overseers were on furlough when I employed them, I got their services at a reduced price; but let the court overrule the objection to this specification, and I will show by the evidence of the prosecutor himself, that I allowed to both Mr. Gary and Mr. Latta more ample wages than any planter on the Alabama.

I object, sir, to plead to the 6th specification of the 2d charge, *as being too loose and general in its terms of accusation.*

In this case, the law requires that not only the time and place shall be clearly specified, but that the very words spoken be also set forth in the charge. The court are therefore bound to throw out the specification.

I object, sir, to plead to the 4th specification of the 4th charge, as being malicious and vexatious, and containing no crime.

Major Dinkins, with a detachment of two hundred recruits, drawn principally from the brothels and tippling shops of our seaport towns, arrived at Pensacola on or about the 6th of August, 1818; on the morning of the 10th, the magistrates of the town reported to me that those men had commenced a system of robbing and plundering that threatened the most serious consequences to the inhabitants, and prayed I would adopt measures to protect them. I accordingly issued the order alluded to in the specification, which is in the following words, viz:

FOURTH REGIMENT ORDERS.

PENSACOLA, *August* 10, 1818.

Complaints having been made to the colonel commanding that the soldiery are getting into the habit of committing depredations on the citizens, gentlemen in command of companies are called upon to prevent such practices in future; and they will use every effort to find out the perpetrators of the irregularities which have already taken place, in order that the most exemplary punishment may be inflicted.

Patroles will be sent through the town every hour to take up stragglers, and every man found out of his quarters between tattoo and reveille may expect to receive *fifty lashes*, and be confined one month on bread and water.

By order:

R. M. SANDS, *Adjutant.*

In giving this order, Mr. President, who but my accuser will say I crossed the line of my duty? He, I suppose, would have had me to follow the example of the notorious Nichols, and sit with arms folded, while the poor defenceless inhabitants of Pensacola, who have been for years alternately the prey of Spanish, Indian, English, and American rapacity, had their possessions laid waste by a licentious soldiery. I knew my duty better, sir, and had the order of the 10th failed of the desired effect, I would have resorted to measures of a much harsher character.

I object, Mr. President, to plead to the 6th, 7th, 8th, and 9th specifications of the 4th charge, as malicious and vexatious, and containing no military crime.

It is admitted, sir, that I did approve of the proceedings of the courts-martial referred to in those specifications, but in so doing I simply and conscientiously performed my duty, and violated neither the law of the United States nor the custom of the army. I deny, sir, that the laws of the United States prohibit corporeal punishment by stripes or lashes; and the rules and articles of war, which I am accused of having violated, are totally silent on the subject. It is true that the Congress of the United States did, on the 16th of May, 1812, repeal so much of the rules and articles of war as authorized the infliction of stripes or lashes, but here, sir, they wisely stopped—they added no clause of prohibition; and it is a rule of law, I understand, that the continuance of a custom, founded upon statute, is not actionable after the repeal of the statute, unless the law has declared the custom thereafter to be penal. The clause of prohibition was intentionally omitted, sir; for I have the authority of the then chairman of the military committee of the House of Representatives for asserting that the law of repeal was solely intended to promote the success of the recruiting service. The committee were well aware of the necessity for corporeal punishment in the army, and they were careful not to make the practice penal.

There is not, Mr. President, in the United States a camp, a garrison, or a corps, in which corporeal punishment, by stripes or lashes, has not been necessarily resorted to since 1812. I defy my accuser to produce an orderly book of the army that does not bear the record of sentences similar to those I sanctioned. Every general in service well knows that lashes are daily inflicted throughout the army. Why, if it is improper, has it never been forbidden? Because, sir, the law does not prohibit it.

In October, 1818, General Gaines, my commanding officer, approved the sentence of a general court-martial which awarded to a deserter the penalty of being branded on both cheeks and the forehead with the letter D. I hold in my hand, sir, that officer's approval of a sentence, which directs that an offender's *ears shall be cut off as close to his head as possible*. What law, Mr. President, authorizes such a punishment? None. What law prohibits it? None. Then, sir, those cases are precisely on the same footing, except that the punishment which I sanctioned is usual and customary, whereas the other is unusual and severe. And, Mr. President, it is a mockery of the wisdom of the Congress of the United States to say they would render penal the infliction of so simple a punishment as fifty lashes, and yet authorize a man's ears to be taken off close to his head. The one, sir, is a species of punishment common to almost every State of the Union for petty offences, whereas the other is never resorted to but for the most atrocious crimes.

Is this court prepared, Mr. President, to put down a practice on which hangs the discipline of the army? I trust not, sir. Punish me under these specifications, and when the gentlemen of this court resume their respective commands they will have their garrisons' ruin rest on their hands. Better, sir, far better, had you petition Congress to disband the army than adopt a course so fraught with ruin to the service.

Another very weighty reason may, I conceive, Mr. President, be urged, why I should not be compelled to plead to the 6th, 7th, 8th, and 9th specifications of the 4th charge. An officer cannot be made to account before a military tribunal for his vote or opinion as a member of a court-martial; and, on the same principle, the officer acting upon the proceedings of such court cannot be considered responsible, in a military sense, for his simple approval of the sentence. Both are liable to an action at civil law in a suit of damages, if the sentence be illegal; and the question involved in those specifications being one of law, a civil court is alone competent to decide upon it.

I object, sir, to plead to the 12th specification of the 4th charge. 1st. *Because it contains no offence; and, 2d. Because neither time nor place is laid in the accusation.*

What, sir, if I had employed the artificers of my regiment in making me a wagon for my plantation, ploughs for my plantation, and boots and shoes for myself and children? I only did that which the custom of the army, time immemorial, and the general order of 1799, republished in 1808, fully warranted me in doing. In every service of the civilized world, sir, artificers are permitted to work for the accommodation of their officers; and in every service, but ours, for individuals not attached to the army.

The truth is, however, Mr. President, that the wagon was not made for my plantation, and has never been within three miles of it. It is a light two horse wagon that I had built to haul fuel, forage, &c. for my family at this post, under an impression that Pensacola would never be re-occupied by the Spaniards. The return of my regiment rendered the wagon perfectly useless to me, and it has never been from under the shed, where it was put on its arrival, except once that it was loaned to Major Blue, and on another occasion when Major Dinkins borrowed it. With regard to the ploughs, it was a matter entirely between my overseers and the blacksmiths. I ordered my manager to get his work done at the shop of a citizen; some time afterwards he came to me and said, if I had no objection he could make arrangements with the army blacksmiths to do his work on Sundays and at nights, when they were permitted to work for themselves. I replied, it was a matter of indifference to me, provided the commanding officer of the post made no objection.

I will not take up the time of this court in noticing that part of the specification which relates to the boots and shoes; but I assert, without the fear of contradiction, that there is not in the army of the United States an officer of my rank who has derived fewer advantages of this kind from his situation than I have.

I object, sir, to plead to the 13th specification of the 4th charge, 1*st. Because it contains no military offence; and, 2dly, because no place is laid in the specification.*

It was not my duty, Mr. President, "to enforce the necessity of being very particular in obtaining the provisions as cheap as possible." I had only to designate an officer to make the purchases; and the regulations required that officer to accompany his bill on the department with an oath that the purchase had been made on the best terms that the state of the market afforded. What, sir, if I did say I cared not a *damn* what the rations cost the contractor; to get them at any price; that it made no difference to me (as it made none to the United States,) if they cost one dollar the ration? Sir, the more the ration cost the contractor the more I was pleased; it was a just punishment for his shameful negligence, which I will show to the court, under the succeeding specification, was, perhaps, unexampled even in our service.

I object, Mr. President, to plead to the 15th specification of the 4th charge. 1st. Because it contains no military offence; 2dly, because the case of Sergeant Gary (who was furloughed by the authority of General Gaines, and discharged by Major Cutler,) is void by act of limitation; and, 3dly, because the time and place is not laid with sufficient precision.

Granting that I did furlough and discharge men, I only did that which, under the 11th and 12th articles of the rules and articles of war, my commission fully empowered me to do. But, in no instance, sir, did I ever furlough a soldier, unless on the recommendation of his commanding officer; and where the furlough was granted to the expiration of the period of enlistment, surely there could be no impropriety in giving the discharge, so dated as to take effect at the time the soldier would be entitled to receive it; no inconvenience or embarrassment resulted to the service, and a meritorious and faithful individual (for to no other was the indulgence extended) was saved the trouble and expense of a journey of perhaps several hundred miles.

I object, Mr. President, to plead to the first and second specifications of the fifth charge. 1st. Because the specifications contain no offence. 2dly. Because the regulations taxing the sutlers were made in April, 1817, and is void by act of limitation.

In April, 1817, I published a standing regimental order, containing fifty-four articles, for the government and economy of the fourth regiment. The 50th article of this order is in the following words, viz: "A duty of five per cent. will hereafter be levied on all moneys collected by the sutlers, which shall form a regimental fund for the support of a band, and for such other purposes as may be judged best calculated to promote the interest of the regiment. The sutlers will, therefore, hand into the adjutant, on the day preceding that on which the payment is to commence, duplicate accounts of their claims against each company. One copy of which will be furnished the company officers, to regulate the collection of the sutlers, and the other filed in the adjutant's office. At twelve o'clock, on the day after the payment, the sutler will call on the adjutant, and pay over to him the amount due under this regulation, taking duplicate receipts for the same; one of which will be deposited with the colonel or senior officer present. The amount thus collected the adjutant will hold, subject to the order of the commanding officer." This, sir, is the head and front of my offence; no more.

Had I levied this duty for my own private advantage, Mr. President, I should have sinned against the 31st article of the rules and articles of war, and been liable to punishment; but the order itself expresses the purpose for which the duty was laid, and I am not even accused of having laid it for any other. 'Tis true, the first specification says, "I never publicly accounted for the same." Nor was I, sir, bound to do so; the fund was the property of the regiment, and the public had nothing to do with it. The money was collected by the adjutant, and by him held, as regimental treasurer, subject to the order of the commanding officer for the time being. Should the court overrule the objections, I am prepared to show that the money has, from time to time, been expended in support of the regimental band, except about two hundred dollars, which, at the desire of the officers, was expended in fitting out a youth of singular promise, who had been patronized by the regiment, and, on the recommendation of the officers, appointed a cadet at West Point.

The prosecutor says, the duty compelled the non-commissioned officers and privates to pay five per cent. more to the sutler than elsewhere, and that it was partial and unequal, as it did not extend to the officers of the regiment. A reference to the order will show that he is mistaken in both positions. The tax effected the profits of the sutlers, not the pay of the soldier, and the regulation extends the duty to all moneys collected by the sutler.

It is unnecessary, I presume, sir, to apprize this court that the custom of taxing the sutlers for the benefit of the regiment or post, has long been common to the service. It is done in the regiment of light artillery, and the second and sixth infantry, to the north, and in the first regiment of infantry, if I am correctly informed, Mr. President, as well as the fourth, to the south. In the fourth regiment the regulation was made under the very eye of the commanding general, and, until the charges on which I stand arraigned were put into my hands, I never heard one word against the propriety of the measure, and no person but my accuser would ever have thought of making it a crime.

I again repeat, Mr. President, that my sole object in making the foregoing objections is to save an idle waste of time; for the accusations, though proven to the utmost extent, amount to nothing when stripped of their technical phraseology. There are other specifications to which I conceive very weighty objections might be sustained, but they are specifications that involve my character as an officer and a gentleman, and, therefore, I wish them to become the subject of investigation.

WILLIAM KING, *Colonel 4th infantry.*

B.

Colonel King's request to the court to delay the trial, for further evidence.

Mr. PRESIDENT:

It is with extreme regret I have to state to the court that I am not fully prepared for trial.

Under the fourth specification of the third charge, I want the testimony of Brigadier General Parker, who has been duly summoned, to prove that I was authorized to bring out my family, my negroes, and baggage, in the public transport. I want the deposition of Mr. Hugh Boyle, merchant, of Baltimore, the owner of the ship General Hand, to show that the destination of the detachment of recruits was changed after the provisions, wood, water, &c. &c. had been shipped, and the vessel ready for sea; and that he positively and peremptorily refused to give up the charter party for Mobile, or to permit the ship, then under engagement for New Orleans, to carry a freight of cotton to Liverpool, to touch at St. Mary's, for a less sum than three thousand dollars.

I want the deposition of George Graham, Esquire, late acting Secretary of War, to prove that, in this dilemma, I repaired to Washington, and reported to him the determination of Mr. Boyle, and that he ordered me to add to the original charter party for the "General Hand" the amount which I should have to pay for another vessel to transport the troops from Baltimore to Point Petre, (Georgia.)

Immediately on being furnished with a copy of the charges, I forwarded authority to take the depositions of Mr. Graham and Mr. Boyle, (of which the prosecution was duly notified,) and their answers to my interrogatories may, I presume, be expected by the last of the present month. The court will at once see how important this testimony is to my honorable acquittal of the charge, and they will, without hesitation, allow me the time necessary to obtain it.

But, Mr. President, as I am fully persuaded the prosecution cannot sustain the criminal features of the accusation, I have no objection to proceed to the examination of testimony, with an understanding that the court will allow me a reasonable time for the arrival of General Parker, and the depositions of Messrs. Graham and Boyle, should I hereafter consider them necessary to my complete justification.

WILLIAM KING, *Colonel 4th infantry.*

C.

4th Charge, 11th Specification.

Letter from Colonel Brooke to Colonel King.

FORT ST. CARLOS DE BARANCAS, *27th July*, 1818.

DEAR SIR:

I enclose you as correct a statement as can be obtained in the absence of Lieutenant Minton, of the amount of issues made at this post since the 29th of May, up to the present date. The sixty-four barrels of flour, reported as belonging to the United States, not surrendered with the fort by the Spanish authorities, and when you inquired whether or not any part of the provisions in deposite belonged to the United States, I supposed you to ask if all the rations at this post had been placed here by Mr. Tonkersly. Lieutenant Scallan turned over to Mr. Tonkersly all the United States' provisions, and took his receipt for them. I will thank you to refer to him, and his explanation must be conclusive as to what part of the issues already made belonged to the United States, and what part to Mr. Tonkersly.

I despatched Lieutenant Minton on command, to increase the certainty of the deserters being taken, because I believed that the best possible means of putting a stop to it; and when the soldiers once become certain that every effort will be made to overtake all deserters, the inducements to leave the service will be destroyed under the idea of the impossibility of escape. I think it highly problematical whether a command under a non-commissioned officer would return at this time to the post; and I am convinced that Peters's men will desert every good opportunity, and I doubt their obeying the order of killing the deserter, if apprehended in the province.

I wish very much a contract could be made for a supply of wood for this post. We have been using the dry wood near the work, and what was found here on its surrender, until it has been consumed. To procure it ourselves would subject the men to a very severe fatigue, and there is no other kind of wood within several miles but green pine. The bricklayers have been employed in completing the furnaces and repairing the magazine, which leaked very much every rain, and has been the cause of the great quantity of damaged powder at this post.

I am, with regard, your obedient servant,

GEO. M. BROOKE, *Colonel U. S. Army.*

To Colonel WILLIAM KING,
Commanding 8th military department, Pensacola.

D.

5th Specification, 3d Charge.

Letter from Colonel Trimble to Colonel King.

SIR: JANUARY 11.

The master of the steamboat will set out early in the morning, and calls on you for an additional sum for freight from Mobile to this place. Thirty-five dollars, for his additional trouble and detention, will, I think, be sufficient.

I am, very respectfully, sir, your obedient servant,

W. A. TRIMBLE.

Colonel W. KING.

The following accompanies this document.

Received, Montgomery, January 15, 1817, of Colonel King the sum of fifty dollars; being in full for the transportation of his furniture and stores from Mobile to the boat yard.

$50. B. LASSABE.

E.

11th Specification, 4th Charge.

Letter from Colonel Brooke.

DEAR SIR: FORT ST. CARLOS DE BARANCAS, *July* 22, 1818.

Three men from Peters's company deserted this evening, and in consequence of the state of interdiction in which we are placed, I have deemed it proper to inquire whether or not a command from this post shall be sent in pursuit. The desertions from this company alone is almost alarming. No less than eight men have deserted in twenty days. We have ten in confinement who have been apprehended some days since, whom I should wish court-martialed, as a severe example is necessary to deter others.

No new case of the small pox has occurred. A contract has been made with Mr. Ignatus to furnish fresh meat on the same terms allowed Collins, which I think is eight cents. A return for hospital stores has been enclosed to Lieutenant Brady, which are considered as very necessary.

I am, with sentiments of regard, your obedient servant,

GEO. M. BROOKE, *Colonel U. S. A.*

P. S. The deserters, it is believed, are gone on to Georgia; their names are, Sergeant Jos. Aikins, Corporal Thomas Morgan, and private William Carroll.

Since finishing my letter, I have learned that it is more than probable those deserters have taken the route to Tennessee. If I am permitted, I could send Lieutenant Minton, with several men on horseback, who would be certain to overtake them.

G. M. B.

F.

2d Charge, 1st Specification—4th Charge, 15th Specification.

CANTONMENT MONTPELIER, A. T., *December* 1, 1819.

It appears, from official documents on file in this office, that Sergeant Joel Whetten, of the 4th regiment of infantry, was enlisted by Lieutenant Watkins, on the 20th November, 1818, to serve for five years; and that he was discharged by Colonel William King, on the 19th November, 1818.

W. H. BARCLAY, *Adjutant 4th infantry.*

A true copy:

S. D. HAYS, *Judge Advocate, S. D.*

G.

2d Charge, 1st Specification—4th Charge, 15th Specification.

CANTONMENT MONTPELIER, A. T., *December* 1, 1819.

It appears, from official documents on file in this office, that Sergeant James A. Latta was enlisted by Lieutenant Smith, on the 25th day of March, 1814, to serve for five years; and was discharged by Colonel Geo. M. Brooke at this post on the 24th of March, 1819.

W. H. BARCLAY, *Adjutant 4th infantry*

H.

4th Charge, 15th Specification.

CANTONMENT MONTPELIER, A. T., *December* 1, 1819.

It appears, from the official documents on file in this office, that Sergeant William Gary, of the 2d light company, 4th regiment, was discharged by Major Enos Cutler, commanding at this post, on the 16th day of August, 1817.

W. H. BARCLAY, *Adjutant 4th infantry.*

I.

4th Charge, 15th Specification.

CANTONMENT MONTPELIER, *March* 18, 1817.

FOURTH REGIMENT ORDER.

Sergeant William Gary, 2d light company, having, with the approbation of the major general, been indulged with leave of absence until the 16th day of August, when his term of service expires, is, by his own consent, to be mustered as a private sentinel until further orders.

By order:

HENRY WILSON, *Adjutant 4th infantry.*

Certified:

W. H. BARCLAY, *Acting Adjutant, 4th infantry.*

K.

4th Specification, 3d Charge.

[*Private and unofficial. Enclosed in a letter under date 31st October*, 1817.]

DEAR SIR:

I have just been directed to make the enclosed order; and I hear, from the report of General Gaines, that he marched the whole of the 4th and 7th on the 1st October for Fort Scott, where they probably must be at this moment; and that the intention was to make war on the Seminoles. This the War Department has prohibited by a letter written to General Gaines this day, by Mr. Graham. Will it reach him in time? Mr. Graham says he is willing to allow you to go on to the Alabama with your family, and trust to your joining the general from that place, which I hope will accommodate your views in relation to your private affairs and your *black troops.** He says he cannot say any thing respecting the late cantonment of your regiment at Montpelier, not knowing what General Gaines intends to do, or what will become necessary. I did hope he would allow you to carry the men to Montpelier; but the enclosed is the arrangement.

D. PARKER.

Copy: S. D. HAYS, *Judge Advocate.*

* As this *unofficial and private* note is introduced by Colonel King to show that the War Department knew of and approved his taking his slaves in a public vessel, it seems proper to explain, in this way, the reasons for the note. It simply pointed at the approaching service of his regiment, information always desired by officers, and such as is never refused, in time of peace, to officers of his rank.

While in Washington, some short time previous to my writing the note, Colonel King had, in casual conversation, informed me he was cultivating a plantation in Alabama, where he was about sending many slaves, which would require his personal attention. *I did not hear when nor how they were to be sent.* I certainly did not suppose they were going with the troops; but I understood, from him, that his wife and children were going with him in the public vessel; an indulgence always allowed in transporting troops in that way.

D. PARKER.

SIR: ADJUTANT AND INSPECTOR GENERAL'S OFFICE, *October* 31, 1817.

The acting Secretary of War directs that you supply the detachment of recruits of your regiment now at Baltimore with every thing requisite for their occupying a separate post; and that you land them at St. Mary's, Georgia, to be stationed at Point Petre. This arrangement is adopted in consequence of the movement of your regiment to Fort Scott, which General Gaines has advised the War Department he has ordered, and the necessity of having a large force on the seaboard frontier of Georgia.

Colonel Brooke reported to me, by letter from Norfolk on the 17th instant, that he was on his way to Baltimore to repair to the head-quarters of the 4th infantry by water; the War Department wishes that he may be left in command at St. Mary's.

Lieutenant Shomo starts from this place for Baltimore to-morrow; this will give three officers to the detachment, and, after landing them, will leave you at liberty to repair to the head-quarters of your regiment. Colonel Bomford informs me that all the necessary equipments can be furnished by the Ordnance Office at Baltimore.

Transmit an estimate for funds, and report the time you will be able to start from Baltimore.

If the vessel you have chartered will not land the men at St. Mary's on the terms agreed upon for the Alabama, you must give her up and take another.

I have the honor to be, sir, your most obedient servant,

D. PARKER, *Adjutant and Inspector General.*

Colonel WILLIAM KING, *4th infantry.*

A true copy from the original:

S. D. HAYS, *Judge Advocate D. S.*

L.

4th Specification, 3d Charge.

MONTPELIER, (A. T.) *October* 2, 1819.

Interrogatories to be propounded to George Graham, Esq., late acting Secretary of War, and to be read in evidence before a general court-martial ordered to convene at Mobile, (A. T.) for the trial of Colonel William King, United States' army.

Interrogatory 1st. Have you any recollection of Colonel King's waiting on you, at your office, on or about the 3d of November, 1817, whilst you were acting Secretary for the Department of War, and reporting to you that Messrs. Hugh Boyle & Co., of Baltimore, the owners of the vessel chartered to transport a detachment of the 4th United States' regiment to Mobile, (A. T.) had refused to give up the charter-party, or to land the troops at Point Petre, (Geo.) for which place their destination had been changed by your order, for a less sum than three thousand dollars?

Interrogatory 2d. Did you, or did you not, refuse to give the sum of three thousand dollars for the said vessel, and say to Colonel King that it was important to the service that the detachment should be at Point Petre with the least possible delay; that, therefore, he (Colonel King) would immediately return to Baltimore, and, as the provisions, wood, water, and baggage of the detachment were on board the General Hand, and the ship ready for sea, he was authorized to add to the amount of the original charter-party of that vessel whatever he would have to give for another vessel to go to St. Mary's, (Georgia;) that if Messrs. Boyle & Co. were not willing to let the ship touch at St. Mary's on those terms, they must sue Colonel King for damages, or the subject might be left to arbitration?

WILLIAM KING, *Colonel 4th infantry.*

In answer to the foregoing interrogatories, this deponent saith: that he cannot now charge his memory with the precise date and sum therein stated; but he well recollects that, in the month of October or November, 1817, Colonel King reported in person to the Department of War, that the owners of the vessel which he had chartered to take the detachment under his command to Mobile, would not permit the vessel to touch at St. Mary's, to which post he had been subsequently ordered with the detachment, without they were paid a considerable sum in addition to that stipulated for in the original charter-party. I, then acting as Secretary of War, stated to Colonel King that the price agreed to be given for the transportation of the detachment to Mobile was a high one, and that the additional charge for landing the troops at St. Mary's was considered as an attempt to extort money from the Government, and ought not, on an ordinary occasion, to be submitted to; but that circumstances of a peculiar nature, and such as I was not then at liberty to communicate, made it necessary that the detachment then under his command should be placed at St. Mary's in the shortest time possible, and that it ought not to be delayed from pecuniary considerations. That being thus possessed of the opinion and views of the Department, he must return immediately to Baltimore and make the best arrangement in his power for the prompt transportation of the detachment to St. Mary's; and that, if it became necessary or advisable, he must abandon the original charter-party, and leave the parties to their recourse at law.

After Colonel King returned to Baltimore, he communicated to the adjutant general the arrangement he had made, and advised him that he had drawn a bill upon me for the amount of the transportation; this bill I refused to pay, not on account of the high price given, as Colonel King had been authorized to exercise a sound discretion on that subject, but because funds had been placed in his hands for that purpose, and it was believed that the quartermaster's department, to which he proposed to apply those funds, had been provided for otherwise.

GEORGE GRAHAM.

COUNTY OF WASHINGTON, *District of Columbia:*

On the 27th day of October, 1819, the above named George Graham made oath, in due form of law, that the within are true answers to the interrogatories within put.

JAMES M. VARNUM, *Justice of the Peace.*

M.

11th Specification, 4th Charge.

Weekly report of the troops stationed at St. Carlos de Barancas, commanded by Lieutenant Colonel George M. Brooke.

Companies.	Corps.	PRESENT FOR DUTY.										SICK.			EXTRA DUTY.				DAILY DUTY.			CONFINED.		WAITERS.			ABSENT.						ALTERATIONS.		
		Majors.	Surgeons' mates.	Quartermaster Sergeants.	Captains.	First Lieutenants.	Second Lieutenants.	Sergeants.	Corporals.	Musicians.	Privates.	Sergeants.	Corporals.	Privates.	Sergeants.	Corporals.	Musicians.	Privates.	Sergeants.	Musicians.	Privates.	Privates.	Learning music.	Off. Privates.	Hos. Privates.	Total present.	Captains.	First Lieutenants.	Corporals.	Privates.	Present and absent.	Aggregate.	Discharged.	Deserted.	Dead.
Field and staff,	-	1	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-	2	-	-	-
Captain Peters's,	Artillery,	-	-	1	1	1	1	2	4	3	18	1	1	14	-	1	-	3	1	1	2	1	-	2	5	60	-	1	-	13	73	77	-	4	1
Detachment,	Artillery,	-	-	-	-	-	-	-	1	-	-	-	-	1	-	-	-	2	-	-	-	1	-	-	-	5	-	-	-	-	5	5			
Captain Jones's,	1st infantry,	-	-	-	1	-	-	1	3	-	13	-	-	2	-	-	-	1	1	-	4	-	-	1	-	26	-	2	1	7	34	37	2		
7th battalion com.	4th infantry,	-	-	-	-	-	1	4	4	-	21	-	-	2	-	-	-	5	-	-	3	-	2	1	-	42	1	1	-	12	54	57			
Total, -	-	1	1	1	2	1	2	7	12	3	52	1	1	19	-	1	-	11	2	1	9	2	2	4	5	133	1	4	1	32	166	178	2	4	1

Entered, schooner Little Sally, from New Orleans.

Sergeant Aikins, Corporal Monger, Private Carrol, } Deserted from Fort St. Carlos de Barancas, 22d instant.

Private Joseph Smith, discharged 19th July, 1818, Private John Archer, discharged 19th July, 1818, } Term of service expired.
Private William E. Skeats, deserted 25th July, 1818, from this.

GEORGE M. BROOKE, *Colonel U. S. A., Fort St. Carlos.*
JAMES M. SPENCER, *Acting Adjutant.*

A true copy:
S. D. Hays, *Judge Advocate, D. S.*

Fort St. Carlos de Barancas, *July* 26, 1818.

N.

Letter from General Jackson to Colonel King.

SIR: NASHVILLE, *April* 13, 1819.

Your several letters of the 4th and 10th of February have been received. I regret extremely the embarrassed situation in which you have been placed, owing to the want of funds in the quartermaster's department. Not until the receipt of your last communication did I learn that you were without an officer of that department. More than four months have elapsed since Captain Hunt was ordered from New Orleans to join you, and I presumed he had obeyed his instructions. I have directed a strict inquiry into the cause of his neglect and disobedience of orders; and, if satisfactory reasons are not given, shall direct his arrest. Be assured, sir, I am far from attaching censure to your conduct, which has been highly satisfactory. I have read, with pleasure, your correspondence with General Echeviere. Your conduct in the evacuation of Pensacola, as well as on every other occasion, during your unpleasant command in the Spanish province, meets my entire approbation. You have, no doubt, heard of the cession of the Floridas to the United States: there is little doubt but that the treaty will be ratified by Spain; and I hope, in a short time, you will have the pleasure of relieving the Spanish general again in command of the Barancas. Please to present my respects to Mrs. King.

Your obedient servant,

ANDREW JACKSON, *Maj. Gen. Commanding.*

Colonel WILLIAM KING, *4th infantry.*

O.

COLONEL KING'S DEFENCE.

Mr. PRESIDENT: Patiently, and with the frankness and candor of a soldier, I have met this investigation—an investigation founded, for the most part, upon charges frivolous, absurd, vexatious, and unfounded, and well calculated, from the vindictive and rancorous malignity with which the prosecution has been conducted, on the part of my accuser, to arouse in my bosom feelings the very reverse of those which have governed my conduct. But, sir, strong in the righteousness of my cause, and confident that every act of my military life would stand the test of the severest scrutiny, I have viewed the impotent assaults of my accuser with calm contempt, under a conviction that his efforts to injure my character would, in the end, recoil with dreadful and overwhelming fury upon his own head. Yet, think not, Mr. President, that I have been insensible to the humiliating situation to which the machinations of my accuser, and the pleasure of the Government, has reduced me. An officer who, for eleven years, has prided himself upon the rectitude of his conduct; whose ambition has been to merit the promotion which the Government, in the hour of need, has showered upon him with an unsparing hand; and who retained his commission from the love of his profession, could not be indifferent to a reverse not more unexpected than undeserved. Most keenly, sir, have I felt my arrest; for at a blow it severed the tie that bound me to the army; and, with Othello, I may say, "my occupation's gone."

I shall pass over in silence, sir, the first and second specifications of the first charge; the second, third, and fifth specifications of the third charge; the third, fourth, fifth, tenth, and fourteenth specifications of the fourth charge; and the first and second specifications of the fifth charge; they are either utterly destitute of all claim to truth, or are raised upon a foundation of sand that will slide from under them at the touch of this court. Neither will I detain you, Mr. President, with any remarks in relation to the sixth, seventh, eighth, and ninth specifications of the fourth charge; the facts therein contained are fully admitted, and it rests with this tribunal to decide a question that, in my opinion, involves the discipline of the army. That you will give it the considerations its importance demands I am well persuaded; and should you determine that my conduct has been exceptionable, I stand prepared to pay the penalty you may impose.

The first accusation that I shall notice, is the fourth specification of the second charge; in this I am accused of inducing Major Hogan to loan public money, and then making it a charge against him. Here, sir, the prosecution has failed to establish the most important fact involved in the question, and without which the charge must fall, viz: That I actually knew the one thousand five hundred dollars, which I charged Major Hogan with improperly loaning to Nelson & Randolph was furnished them for the purpose which he alleges it was, that is, one thousand dollars to buy my bill on Maryland, and the residue to pay off the officers at Pensacola. Had I known this to be the fact, and yet preferred the charge, I should have merited the heaviest censure of this court; but, sir, I had every reason to believe the fact was not as the prosecutor states it; and, on the honor of a soldier, and the veracity of a gentleman, I always believed that the one thousand five hundred dollars had been loaned to Messrs. Nelson & Randolph for their private purposes, until Major Hogan's examination before this court. Had Captain Nelson been present I would have placed this business beyond every question of doubt; but his absence leaves me no alternative but to lay before the court a simple statement of the transaction as it took place.

In the month of January last, finding I should have to use here part of a sum of money that I then had in Maryland, I concluded to offer to Nelson & Randolph a bill upon my agent for one thousand dollars. Apprehensive they might not be able to raise all the money, and anxious to be sure of the sale of my bill before I left this post, I addressed to Major Hogan my note of the 14th January, stating the fact, and asking him if he would assist us, if necessary. He replied, he would to the amount of a few hundred dollars. The next morning I set out for Pensacola, but meeting Mr. Nelson a few miles from this place, I turned back and he breakfasted with me. In the course of conversation I inquired of him if he wanted a bill on Maryland for one thousand dollars, and told him Major Hogan would assist him if he could not raise all the money. He replied, he did not want money in Maryland; that all the money he could raise here, he could employ to advantage in buying up depreciated paper from the Spaniards at Pensacola; that his object in coming up was to obtain funds from Major Hogan, and that he was going on to St. Stephen's to get Orleans paper, or specie. Here the subject dropped, and I heard no more of it until Captain Nelson called at my quarters in Pensacola, about the 1st of February, and said he would be glad to get a bill upon Maryland, as Mr. Randolph, then in Baltimore, had requested him by letter to send on all the money he could raise. I accordingly gave him a bill for one thousand dollars, and he called on the 4th February and paid me for it; but not one word was said about Major Hogan's lending him the money, nor had I ever reason to believe Major Hogan had any agency in the transaction. That this is the fact, Mr. President, I appeal to the two gentlemen on this court, who sat in judgment at the trial of Major Hogan.

About the time the troops of the United States evacuated the province of West Florida a difficulty occurred with Major Hogan in relation to the payment of the regiment, and I determined upon arresting him. In one of

the letters that passed between us at this time, he mentioned, to my no little astonishment, the fact of his having furnished Nelson with $1000 to buy my bill on Maryland, and stated that he could not proceed to the payment until Nelson refunded him the money. My reply to the letter, mentioning this circumstance, is before the court. A few days afterwards I called upon Captain Nelson, in front of the mess-house, and inquired of him how much money he had received of Major Hogan on the 15th January; he replied $1,500; I asked him how much he had drawn out of the St. Stephen's bank for Major Hogan; he answered about $6,000, and added he had been authorized to use the half of it, but could only get $1,500 in the kind of money he wanted. I requested to know if any thing had been said on the subject of the bill I had offered to sell him on the 15th January; he replied, yes! that when Major Hogan gave him the $1,500, he observed, he might now buy my bill, but that he answered he did not want my bill. After this conversation, I naturally concluded that Major Hogan wished to take advantage of my letter of the 14th of January, to alarm me out of the measure of his arrest, lest I might myself become implicated; and, as I believed the money had been given to Captain Nelson for his private purposes, and not for my accommodation, or that of the officers at Pensacola, and as I felt no disposition to let one of my officers remain under an impression that I was in his power, I determined to make it a subject of public investigation, and accordingly embodied it in the specification of the fifth of my charges against Major Hogan, which I had not then made out. It is now apparent to me that Captain Nelson deceived both Major Hogan and myself; he availed himself of the information received from me, on the morning of the 15th January, to draw money from Major Hogan, and, after having turned it to his purpose, he came three weeks afterwards and purchased my bill. I believed Captain Nelson left this at the instance of my accuser, but am now persuaded it was measurably of his own accord, to prevent his exposure before this court.

Never, Mr. President, did I more reluctantly perform an act of duty than in adopting the measure of Major Hogan's arrest. To that gentleman I owed a debt of gratitude, which I would have paid at any price short of my professional character; and, at this moment, I feel disposed to forget the injury he has done me. When I set out for the Seminole war, I left a young and helpless family, in a strange land, without a protector, and under circumstances of peculiar delicacy. Soon after I left this, the hostile Indians, from Pensacola, began to murder the settlers, and apprehensions were entertained for the safety of those left at Montgomery, amongst whom was my family and Major Hogan's. The Major at once determined to retire to a place of safety; but, the situation of my family rendering their removal impracticable, he generously concluded to remain, and share their fate. With this circumstance fresh in my memory, think you, sir, I would willingly adopt a course pregnant with ruin to a man who had just rendered me so signal a service? Be assured I did not; but I had no alternative between his arrest and the complete prostration of a character, earned by years of toil, privation, and sacrifice, and which I prized more dearly than my life. He had, Mr. President, peremptorily refused to obey my orders; he had set my authority at defiance; he had neglected his duty, and, as I thought, attempted to scare me from the performance of mine.

The question to be decided under the third specification of the third charge is simply whether I did "direct Lieutenant Houston, acting quartermaster, to pay to Nelson & Randolph, on my private account, the sum of $1,000 in specie, out of the public funds." Lieutenant Houston, the person to whom the direction is said to have been given, and, therefore, the best evidence, testifies that I *requested* him to pay to Nelson & Randolph $1,000 in specie out of some public funds Lieutenant Wilson was expected to bring from New Orleans; that he understood he was to receive the like sum in bills, in return; and that he considered I was to derive no further benefit from the quartermaster's department in the transaction than the mere accommodation of exchange. To this court, it little matters what were the terms of the loan made to me by Nelson & Randolph; the transaction, so far as the quartermaster's department was concerned, was to be governed by the understanding that Lieutenant Houston had of my request; and, if the specie had come to hand, it is evident it would not have been paid over to Nelson, unless the bank notes had been delivered in return. The court will therefore acquit me of the specification on two grounds: first, that I did not *direct* Lieutenant Houston to pay over the money; and, secondly, that between Lieutenant Houston and myself it was intended to be a mere matter of exchange.

Although the evidence of Mr. Randolph has no bearing upon the matter of accusation, it is calculated, most materially, to affect the propriety of my conduct as an officer. He swears, peremptorily and positively, that I promised to repay the one thousand dollars loaned to me by him and his partner, out of the public funds expected from New Orleans, by return of Mr. Wilson. I am loath, Mr. President, to question the veracity of any man, but more particularly one whose moral character I have always highly appreciated. I have, therefore, the charity to believe, that Mr. Randolph and myself entirely misunderstood each other as to the repayment of the loan. In the presence of my God and of this court, I most solemnly declare, I never made him any promise to repay the thousand dollars out of the public funds. My general character, sir, as a man of discretion, is known to every member of this court, and admitting the fact that I would use the public money for my private purposes, is there in this room a gentleman who can think me so very an idiot, as to place my character and my commission at the mercy of my sutlers by telling them of it? Sooner, sir, would I have set fire to the town of Pensacola than have done so! The improbability of the assertion, combined with the avowed hostility of the witness, and the deep interest that he has in my condemnation, speaks for itself, and needs from me no comment.

I now pass, sir, to the fourth specification of the charge of misapplication of public moneys. This specification embraces three distinct acts of offence: 1st, that I disbursed the sum of one thousand one hundred and seventy-five dollars of public money for my private purposes: 2d, that I brought out my family, my negroes and my furniture, and a large quantity of provisions, in a public transport; and, 3dly, that I speculated on part of the provisions after my arrival at Mobile.

The correspondence between the Department and myself, the deposition of the then acting Secretary of War, and the evidence of Captain Wager, completely refutes the first feature of the charge.

That I brought out my family, my negroes, and my furniture, in the General Hand, is admitted, but they cost the Government not a cent; and had I left them in Maryland, as I contemplated when I first heard of the intended movement of the 4th regiment to Fort Scott, and as I certainly should have done, had I for a moment believed we were going to get up an Indian war in this country, the charter money for the transport would have been precisely the same; her owner, sir, was too much a man of business not to take advantage of circumstances and get the most he could for the use of his vessel.

While I was employed in making arrangements for the removal of my family to this country, in the summer of 1817, I was called to Washington as the President of a general court-martial, ordered for the trial of Colonel Wharton, of the marine corps: whilst there, Captain Hook reported his success in recruiting for the 4th regiment, and I proposed to the Department that I should bring the men to this country with me, on condition that I was permitted to bring out my family, some negroes, and my furniture in the transport; this was assented to, and when the court was dissolved I was ordered to procure a vessel and take the detachment on with him. That I had permission to bring out my family, my furniture, &c. is clearly established by Captain Wager, who was told so by the adjutant and inspector general; that the Secretary of War knew I was coming out in the transport for the pur-

pose of settling in this country, is shown by the private letter of the adjutant and inspector general; for he there says, when he announces the change in the destination of the detachment, "*Mr. Graham is still willing to allow you to go on to the Alabama, and trust to your joining the general from that place, which* (the same letter adds) *I hope will accommodate your views in relation to your private affairs, and your black troops.*" And unless, Mr. President, you agree that I had permission to bring out in the transport my family, negroes, &c. how are you to construe my offer to the adjutant and inspector general under the date of the 16th of October, *to pay a part of the charter-money out of my own pocket, if they will agree to give a certain sum?*

The very proposition presupposes an understanding, that I was to derive some private advantage from the arrangement; otherwise, it is strange indeed, to hear an officer of the army offering to assist the Government to pay for the transportation of a detachment of troops. After landing the detachment at St. Mary's, the ship, on her way to New Orleans, touched at Mobile to deliver freight, and I came in her.

The third ramification of the charge is for having brought out in the ship and speculated thereon, a large quantity of flour and other provisions. Under this branch of the accusation, it is proven by Mr. Patten that he sold for me *six barrels of pork and one barrel of herrings*; and the prosecutor swears, that when I was on the Seminole campaign, my family let his family have a *barrel of flour!* Little did you suppose, Mr. President, when you heard of this speculation, that it was to dwindle down to the sale of some surplus sea stores, and my family accommodating Major Hogan with a barrel of flour. I had upwards of thirty souls on board the vessel to provide for, and humanity dictated I should lay in supplies for a long voyage. Fortunately our passage was prosperous; and on my arrival at Mobile I was compelled either to sell the stores that I could not bring up the river with me, or throw them away. I preferred the former course.

I now carry you, sir, to the 4th charge, of *neglect of duty and unofficerlike conduct.* But here the prosecutor has chosen a most unfortunate caption for his specifications; for, with a single exception, they all go to accuse me of exceeding my authority—not neglecting my duty.

The only point that has any claim to the consideration of the court, under the first specification of the fourth charge, is, whether a commanding officer is allowed the latitude of judging for himself, supposing an unusual occurrence takes place within his command, or is bound to put the Government and the service to the expense and inconvenience of a court-martial, although he may himself be satisfied there is nothing criminal to investigate. In the case under consideration, it was evident to me, as it must be to this court, that the death of Mason was the result of accident; that it was one of those unfortunate occurrences that could not be foreseen, and for which there was no remedy. I therefore at once determined not to prefer charges against Mr. Lear or the sergeant. Major Dinkins declined exhibiting them, and it became my duty to release the prisoners from arrest. Had charges been laid in, it would have been improper for me to have pursued the course I did; but I cannot think this court will censure me for having declined preferring charges that I was satisfied I could not support. Let the court admit the principle assumed by the charge, that a commanding officer is clothed with discretionary powers, but is bound to submit to the judgment of a legal tribunal any extraordinary circumstance that may occur within his command, and you at once pass a heavy reflection upon the conduct of General Gaines, General Jackson, and the head of the War Department himself, for not causing an inquiry into the propriety of my order to shoot deserters taken in the fact. The first passed over the order in silence, although it was given when he was present. The second, with his characteristic decision, approbated the measure; and the third, after calling for a report, permitted the affair to slumber for more than a year, and would never have revived it, but for the machinations of my accuser.

I will not long detain you, Mr. President, with the second specification of the fourth charge. It sets out with accusing me of having failed, refused, and neglected to do an act that would have been absurd and ridiculous in the extreme. In the name of Heaven, sir, into whose conduct was I to institute an inquiry? Into that of Sergeant Childress, who, it was evident to me, had fulfilled his orders like an honest and faithful soldier? Certainly not. Arrest the commanding officer for having given the order? That, sir, would have been a measure of folly; for the very order under which the sergeant acted was that which I would myself have given had I been present.

In compliment to Mr. Secretary Calhoun, I will notice the fifteenth specification of the fourth charge; for, although that gentleman has done me an injury he can never repair, yet I still entertain for his character the most profound respect, and am well satisfied that the error into which he has fallen originated in the purest motives. I cannot, therefore, prevail upon myself to mortify him so much as to pass over his charge in silence.

The honorable Secretary has, on the information of the prosecutor no doubt, charged me with having, in effect, frequently granted furloughs and discharges to "the men of the 4th regiment, several months before the expiration of their term of service." This mis-begotten bantling Major Hogan well knew would prove an abortion, or he would himself have fathered it.

The only instance established of my having granted a furlough to any man of my regiment, is in the case of Sergeant Joel Whetten; for I cannot agree that the case of Sergeant Gary, whose furlough was granted by General Gaines, comes under the charge. That I did grant to Sergeant Whetten a furlough for about three months, is admitted; but, sir, I owe the War Department no more accountability for that act, than I do for wearing my epaulets. The twelfth article of the rules and articles of war authorizes "every colonel or other officer commanding a regiment, troop, or company, and actually quartered with it, to give furloughs to non-commissioned officers, or soldiers, in such numbers, and for so long a time, as he shall judge to be most consistent with the good of the service;" I therefore simply exercised a positive right conferred upon me by the law.

That Sergeant Whetten was not discharged until the expiration of his term of service is in evidence; that he took his discharge with him is admitted, but it was useless to him until he served out his time, and without this document to carry with him his furlough would have been a burthen to him. The very circumstance of this case shows conclusively, that I could have had no sinister motives in granting the furlough, otherwise I would have withheld the discharge, in order to insure the sergeant's return.

Major Dinkins has told you that, in some few instances, when he granted furloughs to the men under his command, of from five to thirty days, immediately before their term of service expired, (and this the court will observe the law authorized him to do without any concurrence,) that, to save them the expense and trouble of returning for their discharges, they were made out and sent to me for signature, lest he might not be in command of the regiment on the day when they were to take effect. That the public service could sustain no injury from this kind of indulgence to the men on whom it was conferred is apparent, and I here take my leave of Mr Calhoun's specification.

I have reserved to the last, Mr. President, the eleventh specification of the fourth charge, which embraces a subject which has attracted the public attention in no inconsiderable degree, and will claim the most serious consideration of this court. This specification goes to accuse me of having given orders to parties sent from Pensacola in pursuit of deserters, to put them to death if overtaken within the province of West Florida, and of continuing and causing to be continued at Pensacola and the Barancas, the said order, during the whole period that those posts were held by the United States, and until Neil Cameron, a deserter from the 4th regiment, was put to death.

It is fully proven, and fully admitted, that I did give orders to parties sent in pursuit of deserters, to shoot them if overtaken within the province of West Florida. But the prosecution has failed to show that I ever caused such order to be given at the Barancas. That I am not, in the eye of the law, accountable for the fate of Neil Cameron, this court must be satisfied. He deserted when I was sixty miles distant from Pensacola, and the officer on whose order he was pursued and put to death was never authorized to give such orders on my responsibility.

In taking this view of the subject, think not, Mr. President, that it is my intention to shrink from the charge of my accuser, or that I am desirous to throw upon Major Dinkins any accountability for Cameron's death. In this business, sir, I set Major Dinkins the example; I formally approved of his conduct; I would myself have given the order, had I been present, and I stand here prepared to answer for it, as it may please the wisdom of this court to direct. Having thus boldly assumed the responsibility of the measure, I will now proceed to justify it.

At this distance of time, and with feelings lulled into apathy by a state of profound peace, it is impossible properly to appreciate the motives by which my conduct was governed in this transaction. To you, however, Mr. President, it is well known that, at the close of a campaign, and with all those ardent and high-toned feelings that war engenders glowing upon me, I had been left with a handful of men to defend a province just wrested by force of arms from a foreign Power. I was, to all intents and purposes, in an enemy's country; for the territory of Spain had been violated, her flag trampled upon, her strong holds carried at the point of the bayonet, and her garrison sent as prisoners of war to the Havana. I was within striking distance of a powerful dependency of the Spanish crown, and bound, upon every military principle, to hold myself in as complete an attitude of defence as if a formal declaration of war had taken place. The captain general of the island of Cuba, with ample means to wrest from the grasp of the United States the province I was left to defend, lay within three days' sail of me. Had he been a soldier, (and I was bound to consider him one,) he would have washed out, in the blood of my garrison, the reflection his master had cast upon his character for the loss of Fernandina. On that occasion, sir, in reply to his official despatch, he was told his Sovereign had expected his first communication would announce the recovery, not the loss, of Amelia island.

In this state of things, and at a time when the whole effective force within the province of West Florida fell short of two hundred and fifty men, desertions prevailed to an extent perhaps never before witnessed in the American army. Colonel Brooke reports, on the 22d July, "that the desertions from Peters's company alone is alarming; no less than eight men have gone off in twenty days; we have ten in confinement, who have been apprehended, and whom I want court-martialed, as a severe example is necessary to deter others." On the 27th of the same month, the same officer reports: "I have despatched Lieutenant Minton, on command, to insure the deserters being taken, because I believe that the best possible means of putting a stop to it; and when the soldiers become certain that every effort will be made to overtake all deserters, the inducement to leave the service will be destroyed, under an idea of the impossibility of escape. I think it highly problematical whether a command under a non-commissioned officer would return to the post; and I am convinced Peters's men will desert every good opportunity." This, sir, is the language of the officer commanding at the Barancas. Captain Wilson, then the adjutant at Pensacola, tells you that the men deserted in twos, threes, and fours, with their arms in their hands; and that, at one period, eight desertions took place from the garrison at Pensacola alone, in the space of three days. The number of men kept out in pursuit of deserters was so great as sensibly to impair our strength, and affect the ordinary duties of the garrison.

Under those circumstances, it became, I conceived, my imperious duty to stop the practice of desertion, by the application of such means as came within my reach, without being fastidiously nice as to their legality. I therefore gave orders to the parties sent in pursuit to shoot down the deserters, if overtaken within the province of West Florida, trusting that a few examples would have the desired effect.

This step I considered justifiable, from the necessity of the case; and I went upon the broad principle, that the soldier who deserts the standard of his country, especially when in foreign service, forfeits his life to the law, and that, in the eyes of justice, it little matters whether that life be rendered up at the foot of the gallows or on the bayonet of his pursuers.

The first instance in which I gave this order was in the case of a sergeant, a corporal, and a private of artillery, who went off together, towards the last of July. The pursuit came up with them some distance short of the line, but finding them asleep, they were secured, and brought back unharmed. I gave similar orders during the month of August, and with the like result. On the 1st of September I set out for this post, but left no instructions with the officer on whom the command of the garrison at Pensacola devolved, in relation to the pursuit of deserters. On the 16th of September, on my return to Pensacola, I came up to where a Spaniard had just interred the body of Neil Cameron; and any doubt that had before lingered in my mind respecting the propriety of the order that I had given to shoot deserters, was completely removed, by finding that an officer of Major Dinkins's merit, intelligence, and experience, had assumed the same responsibility. Trusting that the fate of Cameron would deter others from deserting, Major Dinkins was instructed not to give such orders again, until we saw the effect of one example. In the mean time, on the 26th September, the decision of the President of the United States in relation to the Floridas was communicated to me; and the order, which is the subject of charge, was never afterwards, to my knowledge, renewed.

Thus, sir, this business ended, and would probably never have revived, but for the vindictive malice of my accuser. A perverted statement of the case is furnished by the editor of the New York Evening Post, who raised the war-cry against military despotism; and instantly the enemies of General Jackson, the Government, and the army, join in, and the yell is resounded from Boston to New Orleans. Every act of violence and oppression that had been committed from Maine to Louisiana, from the Atlantic to the Lakes, is concentrated at this point, and heaped upon my shoulders.

With the calmness and contempt that I have met this investigation, I listened to the clamor; alike indifferent to its origin, its course, and its result.

From the singular manner in which this occurrence has attracted public attention, we are almost led to believe that it is the first instance, in any age or nation, where a deserter has been put to death without trial. But, sir, without going very far back into our own history, I can give you high precedent for the measure adopted at Pensacola. Whilst the American army was operating upon the North river, in 1779, desertions prevailed to such an extent as to claim the interference of the commander-in-chief. Orders were accordingly issued by General Washington, *to put to death, on the spot, every deserter taken in the fact;* and Colonel Read, a Representative in Congress from Maryland, stated on the floor of the House of Representatives, in the debate on the Seminole war, that, on a certain occasion, when a lieutenant, and commanding an outpost, he caused a deserter, taken in the fact, to be executed on the spot, and sent his head to the head-quarters of the army, where it was publicly exposed; and thus an effectual stop was put to desertion. I have the authority of the late General Pike for asserting that a deserter from camp Wilkinson was put to death, by order of Colonel Strong, in attempting to swim the Ohio river. If I am correct, the fact came, I suspect, within the knowledge of two members of this court. In 1809, a deserter

from the 6th regiment, then serving on the Lakes, was pursued into Canada, and there put to death by an officer of the regiment, I think Captain Cherry. Here, sir, the territory of Great Britain was violated, and for a time the affair made much noise, but it finally subsided without any investigation. Very recently, long since the death of Cameron, a deserter was put to death in the city of New Orleans, by an officer sent in pursuit of him. With the circumstances of that case I am unacquainted, but the conduct of the officer was justified, even by a civil tribunal.

Fallibility, sir, is the lot of man, and in giving the order in question I may have erred; but here, at least, I am safe from the suspicion of sinister motives. I had no private interests to consult, and no private feelings to gratify; I was alone actuated by devotion to the public service.

Where now, Mr. President, let me ask, are those mighty charges that have been sounded through this territory, until the welkin was made to ring again? They are gone, sir, gone to the tomb of the Capulets! At the touch of the hallowed wand of truth, they have faded away like the baseless fabric of a vision, nor left a wreck behind!

But does my accuser think to assail, with impunity, a reputation on which slander herself has never dared to breathe? Does he fancy that the Secretary of War will suffer himself to have been made the dupe of his artifices, and yet let him go unpunished? Can he suppose that, at a moment when the quartermaster's department is bankrupt, and the nation perhaps on the threshold of war, he has put the Government to an expense of twenty thousand dollars, and dragged all the most efficient officers of the division from their posts, for the mere gratification of his personal feelings; for surely, sir, he will not have the effrontery to say he had any public motive in preferring these charges: does he, I say, think to do all this, and not be called to render a strict account of his conduct? If so, he will find he deceives himself; for, unless the army has assigned to Mr. Secretary Calhoun a character to which he has no pretensions, this young gentleman will find his name stricken with reproach from the rolls of the army.

In closing my defence, Mr. President, I have but one request to make of this court. It is not, sir, an honorable acquittal that I have to ask: that your oath will compel you to render me. It is not to pronounce the charges on which this investigation has been held frivolous, malicious, and vexatious: that you will do, in justice to the service. But it is, sir, to urge this court to stamp with merited disapprobation a practice that has, of late, crept into the service, full fraught with consequences that will, in the end, prove fatal to the character, the discipline, and perhaps the very existence of this army. I allude, sir, to the custom of acting upon charges preferred by an officer in arrest against the officer by whom he was arrested. Never was the folly and impropriety of this practice more fully exemplified than on the present occasion. A subaltern under my command is guilty of five of the highest offences known by the military code, and I am most unwillingly constrained to arrest him. He feels that he has committed himself, and knows the only way to escape the punishment due to his offences, is, to induce an impression that his arrest has been caused by feelings of personal antipathy. He therefore gets up charges against me, whether well or ill founded he cares not, and forwards them direct to the War Department; at the same time, through the medium of the public papers, my character is assailed in the most shameless, wanton manner. We all know how tremblingly alive is the Executive of this country to the attacks of newspaper scribblers; and at a moment when apprehensions are entertained lest the sins imputed to me may be reflected upon them, the charges of my subaltern arrive; and, without regard to that subaltern's being in arrest and under trial on charges preferred by me; regardless of my rank, regardless of a character earned by a life spent in the public service, and thrice sealed with my blood, a sword that has been worn eleven years with honor to myself, and done "*the State some service*," is wrested from me.

Had the Department stopped here, sir, perhaps I might have submitted without a murmur; but, in their rage to strike at me, they lay prostrate every barrier raised by time and wisdom for the protection of the commanding officer in the discharge of his duty. They even order the arrest and trial of my subaltern suspended, that he may prosecute me! How is such conduct to be reconciled to the immutable principles of justice? how, Mr. President, to the dictates of common sense and common propriety? The effect which a measure like this, from the head of the War Department, is calculated to have upon the discipline of the army, is apparent to the most superficial observer; for what commanding officer, who has a turbulent subaltern to control, will venture on his arrest, when he knows that the loss of his own sword will be the necessary consequence of that subaltern preferring charges against him? Let no gentleman in commission view such a course with indifference, under an impression that he is himself beyond the reach of charges. Such, sir, was the delusion under which I labored at the very moment the order of arrest was put into my hands; and this court have seen on what foundation a man of vindictive passions, and who is insensible to all the finer feelings of the human soul, can build up charges of the most formidable appearance.

Mr. Calhoun supposes, perhaps, that the refutation of charges places the character of the accused upon the same ground it occupied before the arrest; but, had he been bred a soldier, sir, he would have been sensible of what I at this moment feel—that no sentence of a court, and no subsequent act of the Government, can do away the reproach which is implied by an arrest.

Mr. President, I have done; and in undertaking this defence I find I imposed upon myself a task, for which neither education, habit, nor pursuit, has fitted me. My case I cheerfully submit to your consideration; confident that in your award you will do justice to me, the Government, and the army. But, sir, whatever may be your sentence, I bear about me a proud consciousness of the purity and integrity of every act of my military life, that is not to be shaken by the decision of any earthly tribunal.

WM. KING, *Colonel 4th infantry.*

December 8, 1819.

No. 28.

Opinion of the Judge Advocate delivered to the court-martial held for the trial of Colonel King, of the fourth regiment of infantry.

Mr. PRESIDENT: I feel it were almost unnecessary for me to make many remarks upon the present occasion, because of the intelligence of this honorable court, and because of the overwhelming weight of the testimony adduced by the prosecution, which stands on your record, uncontroverted and unexplained by the accused.

I shall, therefore, confine my observations, for the most part, exclusively to the points of law involved in the case under consideration, and leave the application of evidence to this experienced and enlightened court.

Permit me, sir, in the first place, to call your attention to the law on the subject of furloughing and discharging soldiers which we find in the eleventh and twelfth articles of the rules and articles of war. From an attentive examination of the twelfth article it appears that every colonel or other officer commanding a regiment, troop, or company, and actually quartered with it, may give furloughs to non-commissioned officers and soldiers, in such numbers, and for so long a time, as he shall judge to be *most consistent* with the good of the service. This sentence evidently implies a strong negation, insomuch that, should it be found that a furlough has been granted for a

length of time the least inconsistent with the good of the service, it cannot be contended that the officer derives his authority for so doing from this article, but would, on the contrary, be held accountable for a violation of the law in its true spirit and meaning, and much more strict would this accountability be were it found that the furlough had been given by the officer for his own private purposes altogether unconnected with the public good.

Next, as to discharging soldiers, the eleventh article declares that no discharge shall be given to a non-commissioned officer or soldier before his term of service has expired, but by order of the President, the Secretary of War, the commanding officer of a department, or the sentence of a general court-martial. Here the law is strictly and merely declaratory of those who shall be allowed to give discharges, under any circumstances, before the soldier's term of service has expired, but perfectly silent as to the reasons or motives which should govern an officer in the exercise of his power, and there can be no question that he would be held responsible for the improper use or abuse of this as well as any other trust reposed in him by the Government, although left to his own conclusions wherefore a soldier might be discharged and himself justifiable in discharging him.

A soldier might be discharged, on account of inability or bodily infirmities, or by reason of a notoriously infamous and abandoned character, and in these cases the officer discharging him justifiable. But, surely, Mr. President, it was never intended that a man should be discharged four or five months anterior to his term of service, because he was a good soldier, and would make a very excellent overseer. And, most assuredly, an officer who could be actuated by such motives would be deemed unworthy, and held accountable for his conduct before a general court-martial.

And, Mr. President, the accused stands arraigned before you for having both furloughed and discharged soldiers frequently several months before their terms of service had expired, not with a view to promote the public service, but for his own private interest and convenience. It is, therefore, for you to determine how far the testimony spread upon your record goes to support the charge, and pronounce accordingly.

I shall next, Mr. President, call your attention to the law, of all others perhaps the most controverted, that of corporeal punishment by stripes or lashes. To ascertain how far, and in what manner, an American soldier, for any offence committed as such, may be punished by a military tribunal, we must advert to the original contract between the United States and soldier.

This contract is the enlistment, which is somewhat in the nature of an article of agreement, solemnized, on the part of the soldier, under the sanction of an oath; and by an implied pledge on the part of the Government of protection of all his rights and immunities not given up in the agreement itself; by which the soldier is bound "to bear true faith and allegiance to the United States of America, to serve them honestly and faithfully against all their enemies and opposers whomsoever, and to observe and obey the orders of the President of the United States, and the orders of the officers appointed over him *according* to the *rules and articles of war*."

This, then, is the surrender of civil liberty which the soldier makes, beyond that of any other American citizen, from the President himself downwards to the meanest subject. Farewell all equality in the protection of the law.

Let us then look to the rules and articles of war, and we shall find they consist of one act of the Congress of the United States with one hundred and one articles; which are nothing more or less than so many sections in any other act of Congress.

The twenty-fifth article provides "that if any non-commissioned officer or soldier shall be convicted of sending a challenge," &c. he shall suffer corporeal punishment at the discretion of a court-martial. Article twenty-six provides that if "any non-commissioned officer, commanding a guard, shall knowingly and willingly suffer any person whatever to go forth to fight a duel, he shall suffer corporeal punishment at the discretion of a court-martial." And any others, up to the eighty-seventh article, authorize this punishment, enumerating offences, at the discretion of a court-martial. In all these cases courts-martial might have inflicted stripes or lashes to any number they chose; but the supreme legislature of the nation, in their wisdom, judging of the future by the past, and apprehensive that inexperienced and indiscreet courts might abuse the power thus delegated to them, inserted the eighty-seventh article or section, viz: "no person shall be sentenced to suffer death but by consent of two-thirds of the members of a general court-martial, nor except in the cases herein expressly mentioned; nor shall more than fifty lashes be inflicted on any offender at the discretion of a court-martial," &c.

This is the restraining clause enacted for the express purpose of limiting a discretion which, but for this clause, it was thought might have been carried to any length, however cruel and inhuman. The Legislature here speak to courts-martial in language which cannot be mistaken. You shall not, in the exercise of a discretion heretofore used, as to the infliction of corporeal punishment, go beyond fifty lashes in this particular kind of corporeal punishment; but you are left to the full exercise of sound discretion in all other corporeal punishments recognised by the rules and articles of war, and therein defined and enumerated; to those articles you must confine yourselves, because the soldier never has consented to be governed by any other rule.

In the exercise of discretion, recognised by the rules and articles of war, it was never understood that courts should be left to their own capricious invention for new-fangled punishments; such as cutting off ears, branding, and the like; which goes to destroy the pride of the soldier, and leaves an indelible mark of infamy calculated to make the subject of it destitute and abandoned the remainder of his days; but courts-martial shall confine themselves to the punishments enumerated in the rules and articles of war; which are death, cashiering, dismission, suspension, imprisonment, reprimand, degradation, and confinement to hard labor, and, in the exercise of their discretionary powers, should consider themselves limited, as to kind and degree, by the known laws of the land. Again, some contend, that, inasmuch as the ninety-ninth article is subsequent, in order of arrangement, to the eighty-seventh which is the restricting clause, and inasmuch as that article gives to courts-martial discretionary power as to the offences not enumerated, and punishment undefined, that therefore the eighty-seventh article does not apply to it at all; but such is not the fact; for it must be recollected that all the rules and articles of war constitute but one single act of Congress; and, in the construction of that act, we must take all the articles under consideration together; in strictness (for it is a penal statute) such a construction as that they may all avail rather than perish; if this be correct it is manifest that the eighty-seventh article applies with as much force and propriety to the last as to the first of the rules and articles of war; and that, therefore, discretionary powers delegated to courts-martial by those articles with respect to the infliction of this particular kind of corporeal punishment, stripes or lashes, was, by the eighty-seventh article, restrained and limited down to fifty lashes; beyond which number they could not have gone without a palpable violation of law. But, Mr. President, Congress were not satisfied here; for conceiving this kind of punishment was too ignominious and destructive, as well of the pride of the American soldier as of the cause of the recruiting service, they passed the act of the 16th May, 1812; the 7th section of which reads thus: "And be it further enacted that so much of the act for establishing rules and articles for the government of the armies of the United States, as authorized the infliction of corporeal punishment, by stripes and lashes, be, and the same is hereby, repealed." This is a repealing clause of an act of Congress referring to a previous act on the subject of corporeal punishment, and we ascertain the identity of the act referred to by the

quotation of the repealing clause, as well as from the fact that there is but one act now in force on the subject therein referred to. Then, if it be granted (as it certainly cannot be denied) that courts-martial derive all their power of inflicting punishment from the rules and articles of war, the seventh section of the act of 1812 having repealed so much of all those articles as did authorize the infliction of punishment by stripes and lashes, the power which courts-martial possessed of inflicting such punishment died with that section of repeal, and is no where to be found in the code for the government of the army; and, Mr. President, it was in vain for the accused to say he did not so understand the law; as he has done in his objections to plead to the specifications; for it is one of his most important duties as an officer not only to understand aright the laws himself, but to have them read and explained to the soldiers under his command; and it was certainly improper that he should act under a law which he did not understand to the injury of the service and the subversion of the rights of the American citizen; it was even still more preposterous and absurd to suppose (as the accused has stated in his objections) that an American Congress should so far forget the character of the nation they had the honor to represent as to be in anywise accessary to a fraud to be practised on their fellow-citizens! For it were nothing less than an actual fraud and deception to hold forth to the world that a certain ignominious punishment heretofore commonly inflicted in our army was repealed and done away, and thus induce the citizen to enlist in the service of his country, under the belief that he would be exempt from this disagreeable punishment, when, on the next moment, his officer might give him five hundred lashes, and say there was no law against it, and therefore no law to punish him for it. Mr. President, if this were the fact it was in vain that our citizens became soldiers, and fight and win battles: what were all this *honor* to us if our civil liberties are surrendered as the price of it! The remarks here made, Mr. President, will apply with much more force to the case of ordering a supposed deserter to be shot down unheard, undefended; for the humanity of our laws presumes every man innocent until the contrary is proven; and where is the law which authorizes such procedure? None! And shall it be said, because there is no article of war which enumerates such a monstrous case as this, and defines the punishment, that the officer who so far forgets all law, both human and divine, shall therefore escape with impunity?

Having now taken a view, in discharge of my official duty, of such points of law as seem of most importance for the consideration of this honorable court, I shall rest the case with them, not doubting but, in their deliberations on the law and testimony, they will, in their final judgment and sentence, so commingle the sentiments of justice and mercy, as, on the one hand, to preserve the laws in their pristine purity, and, on the other, to impose on the accused, if guilty, such punishment alone as that consideration may demand.

S. D. HAYS, *Judge Advocate, D. S.*

APPENDIX.

ADJUTANT AND INSPECTOR GENERAL'S OFFICE, *February* 7, 1820.

GENERAL ORDER.

At a general court-martial begun and holden at Montpelier, in Alabama, on the 23d of November last, of which Lieutenant Colonel William Lindsay, of the corps of artillery, was president, was tried Colonel William King, of the 4th regiment of infantry, on the following charges and specifications:

CHARGE 1. *Violation of the fourteenth article of the rules and articles of war, by making and signing a false certificate with respect to his pay.*

Specification 1. In this, that the said Colonel King did keep and employ Elijah Holland, a private soldier of the 4th regiment United States' infantry, as his coachman and wagoner, during the months of August and September, 1818, and at the same time charging the United States for the pay of two private servants, viz. Cyrus and Tom, and Cyrus and Nan; and certified on his honor that he did not, for and during any part of the said time, (August and September, 1818,) use or employ in his service any soldier of the line of the army as a waiter or servant; thereby certifying and signing a false certificate with respect to his pay.

Specification 2. In that the said Colonel King did receive forage in kind from the quartermaster of the 4th infantry, during the months of July and August, 1818, at Pensacola, and charged in his pay account for the forage of four horses for the said months of July and August, 1818, amounting to sixty-four dollars, or thereabouts; and certifying on his honor that he did not receive forage in kind for and during any part of the said time, viz. the months of July and August, 1818; thereby signing a false certificate with respect to his own pay.

Specification 3. In this, that the said Colonel King did charge in his pay account for double rations, as commanding officer of the eighth military department east of the Alabama, for the months of October and December, 1818, and January, 1819, for the whole period, although he was absent out of the department on the 6th of October, 1818, and on the 3d and 4th days of January, 1819, at Mobile, and 2d, 3d, and 4th days of December, 1818, travelling to and from, and remaining at, St. Stephen's, and made no deductions, nor gave any credit, but did certify on his honor his account to be accurate and just, when, in fact, he had overcharged.

CHARGE 2. *Conduct unbecoming an officer and a gentleman.*

Specification 1. That the said Colonel King did enter into private contracts with certain non-commissioned officers of his regiment to become overseers of his negroes, and discharged them several months anterior to the expiration of their term of service, viz: Sergeant William Gary about five months, Sergeant Joel Whetten about three months, and Sergeant Latta one month.

Specification 2. That the said Colonel King did charge, in his pay account of August and September, 1818, for two private servants, and certified on his honor that he did not use or employ any soldier of the line of the army for and during said period, when, in fact, he did keep and employ Elijah Holland, a private of the 4th infantry, as his coachman and wagoner, during the months of August and September, 1818.

Specification 3. In this, that the said Colonel King certified on his honor that he did not receive forage in kind for or during the months of July and August, 1818, thereby to draw from the paymaster of the 4th infantry the allowance in money, when, in fact, he did draw forage in kind.

Specification 4. In this, that the said Colonel King did write a letter to John B. Hogan, paymaster of the 4th infantry, on or about the 14th of January, 1819, and forwarded it by Corporal Clarke, couched in the following words and figures, and which is hereto attached, and makes part of this specification, viz:

MY DEAR SIR:

I set out for Pensacola to-morrow, and must ask of you the loan of three hundred dollars until pay day. The failure to sell my cotton will lay me under the necessity to use here part of the money I had intended to lay out in

Maryland for negroes. This I must raise by letting Nelson have a bill on Baltimore for one thousand dollars; but as it is possible he may be unable to raise all the money, will you assist us by making him an advance until pay day, out of which you shall be refunded what you have been so good as to loan me?

Yours sincerely, W. KING.

To Major J. B. HOGAN, *Montgomery, per Corporal Clarke.*

thereby inducing the said J. B. Hogan, paymaster, to accommodate him, the colonel of his regiment, with one thousand dollars; and the month following, contrary to every principle of the gentleman and man of honor, he, the said Colonel King, among other charges preferred against the said John B. Hogan, produces that of a violation of the thirty-ninth article of the rules and articles of war, and specifies this particular act of friendship as a public crime.

Specification 5. In this, that the said Colonel King, contrary to his duty as an officer, and in violation of the principles of a gentleman, did, on or about the 2d of March, 1819, obtain from Lieutenant A. M. Houston, acting assistant deputy quartermaster general, duplicate receipts for the sum of $1,677, or thereabouts, of public money, and, in fact, only handed over to the said Houston the sum of $1,477 in cash, and his own due bill for $200, which due bill he neglected, as a gentleman, to lift for several months; thereby putting it out of the power of the said Lieutenant Houston to pay the debts due by the United States in the east section eighth military department east of the Alabama, and of which department the said Colonel William King had then the command.

Specification 6. That the said Colonel King has, at different times, and in many places, indulged himself in an unofficer and ungentlemanlike manner, in speaking in the most contemptuous terms of the military talents and qualifications of Major General E. P. Gaines, his immediate commanding officer.

CHARGE 3. *Violation of the thirty-ninth article of the rules and articles of war, by the misapplication of public funds.*

Specification 1. That the said Colonel King did, on or about the 1st of March, 1819, order Lieutenant A. M. Houston, acting assistant deputy quartermaster general, to pay Sergeant Childress, of the 4th regiment United States' infantry, the sum of thirty dollars, which he alleges was for the apprehension and delivery of Neil Cameron, a private of the 1st battalion company, 4th regiment infantry, when, in fact, said Sergeant Childress had put the said Cameron to death on or about the 16th day of September, 1819, in the woods, sixteen or seventeen miles from Pensacola, and had never delivered him to any officer of the United States' army, as the regulation required, but left him unburied where he had shot him; of all which circumstances said Colonel King was well apprized.

Specification 2. In this, that the said Colonel King did order and direct Lieutenant A. M. Houston, acting assistant deputy quartermaster general in the eastern section eighth military department, on or about the 26th day of October, 1818, to pay Messrs. Nelson and Randolph, sutlers 4th regiment United States' infantry, the sum of five hundred dollars, which was accordingly paid out of the public money placed in the hands of the said Lieutenant Houston, for the use of the quartermaster general's department in the east section eighth military department east of the Alabama, and which five hundred dollars were not due by the United States to the said firm of Messrs. Nelson and Randolph, but were due by the said Colonel King on his own private account with the said sutlers, and had no connexion whatever with the public service.

Specification 3. That the said Colonel King, on or about the 29th of November, 1818, did direct Lieutenant A. M. Houston, acting assistant deputy quartermaster general in the east section eighth military department east of the Alabama, to pay to Messrs. Nelson and Randolph, sutlers of the 4th infantry, the sum of one thousand dollars in specie, out of the public fund, which Lieutenant Henry Wilson, adjutant of the 4th infantry, was ordered to receive and convey from New Orleans, for the use of the quartermaster general's department at Pensacola; the said sum of one thousand dollars not being due by the United States to said sutlers, but was to repay them for the sum of one thousand dollars in Georgia or other notes, which had been lent by said sutlers to the said Colonel King, 4th United States' infantry, to enable him to commence his speculations in Pensacola property.

Specification 4. In that the said Colonel King, being ordered to take charge of a company or party of recruits of the 4th infantry, and being authorized to employ water transportation for the same from Baltimore to the Alabama Territory, did charter the ship General Hand, of Baltimore, Captain McNeil, and did ship on board the said vessel, and transport, at the public expense, thirty negro persons, (slaves,) or thereabouts; a large quantity of flour and other provisions, a part of which he speculated on, and sold on his arrival in Mobile; a heavy carriage, which he immediately shipped for New Orleans for sale; and a large quantity of salt fish, and four wagon loads of household furniture, consisting of a sideboard, tables, chairs, &c. &c.; and the destination of said company or party of recruits being altered from Mobile to Point Petre, or Amelia island, yet, nevertheless, the said Colonel King did, on the part of the United States, give the owners of said vessel the additional sum of $1,175 to convey the said company to its place of destination, (Point Petre,) and then to proceed with himself, his family, negroes, and freight alone to the town of Mobile, Alabama Territory; and for which latter service the United States were thus made to pay for the said Colonel King's private purposes the sum of $1,175, or thereabouts.

Specification 5. That the said Colonel King, having arrived in the town of Mobile, in the month of December, 1817, or January, 1818, on board of the ship General Hand, did take possession of a United States' schooner, the Amelia, and ship on board her his family, his negroes, his furniture, &c. &c., and convey them from the town of Mobile to the bayou near Fort Montgomery, A. T., all at the expense of the United States, although the said Colonel King was then under orders to join his regiment, which was well known to be at Fort Scott, and not at Fort Montgomery.

CHARGE 4. *Neglect of duty and unofficerlike conduct.*

Specification 1. In that the said Colonel King did neglect, fail, and refuse (although thereunto requested) to investigate the cause and manner of the death of Charles Mason, a private of the 8th battalion company 4th regiment United States' infantry, who was drowned in the harbor of Pensacola on or about the 2d of September, 1818, while undergoing a ducking, which was carried to such excess as to deprive him of life, and was inflicted by order of Lieutenant Lear, and executed by Sergeant Lewis Starks, without the form or authority of a court-martial, and entirely on his own responsibility; and although Major Dinkins, then commanding in Pensacola, immediately arrested the said Lieutenant Lear, and confined the sergeant until the return of said Colonel King from Montpelier, yet, nevertheless, the said Colonel King, on his return, totally failing, refusing, and neglecting to do his duty as an officer, had them both released without any trial or legal investigation whatever.

Specification 2. In that the said Colonel King, being then commanding officer of the province of West Florida, did fail, refuse, and neglect to cause an immediate inquiry into the circumstances attending the death of Neil Cameron, a private and deserter from the 1st battalion company 4th infantry, who was in the most cruel and inhuman manner put to death on the 16th September, 1818, by Sergeant Childress, of the 7th battalion company, in or about sixteen or seventeen miles from Pensacola, West Florida, although said Cameron had made no resistance,

but begged to be taken back and punished according to the nature of his offence by the sentence of a general court-martial.

Specification 3. In this, that the said Colonel King, commanding officer of the province of West Florida aforesaid, on or about the 27th day of August, 1818, at Pensacola, did neglect, fail, and refuse to see justice extended to Benjamin Tackwell, late a private of the 4th regiment United States' infantry, who had honestly served out his term of enlistment to within a few days, and, in consideration thereof, was furloughed and discharged from service; and, after he had left the town of Pensacola, was pursued, overtaken, and brought back, by a command ordered by Lieutenant Lear for that purpose, and carried to his (said Lear's) room, stripped, and compelled to receive on his bare back fifty lashes, contrary to the laws of the United States, and without the form or authority of a court-martial; which arbitrary, cruel, and ignominious punishment was inflicted on the said Tackwell after he had been in effect discharged, and without any good or sufficient cause; and he was then compelled to serve out the full term of his enlistment.

Specification 4. In this, that he, the said Colonel King, did encourage and enforce, in an unofficerlike manner, contrary to the laws of the United States and the rules and articles of war, the infliction of corporeal punishment, by stripes and lashes, by issuing and promulgating an order, on or about the 10th of August, 1818, at Pensacola, (and otherwise,) to this effect: that every man found out of his quarters between tattoo and reveille should receive fifty lashes, and be confined on bread and water in the black hole for the space of one month.

Specification 5. That the said Colonel King, contrary to his duty as an officer, and in defiance of the laws of the United States and the rules and articles of war, in their meaning and spirit, as regards the infliction of corporeal punishment by stripes or lashes, did, on or about the 31st day of August, 1818, at Pensacola, permit, carry, or cause to be carried into effect, so much of his said department order of the 10th of August, 1818, as related to the inflicting of fifty lashes on the person of John McCleary, a private of Captain Cummins's company 4th infantry, which was executed accordingly, although the said McCleary's term of service had actually expired.

Specification 6. That the said Colonel King, contrary to his duty as an officer, and in contravention of the rules and articles of war, and the meaning and spirit of a law of the United States, passed by the Congress thereof on the 16th day of May, 1812, section 7, which repeals the law authorizing the infliction of corporeal punishment by stripes or lashes, did, in defiance of said law, and in disregard of his duty as an officer, sanction the proceedings of a regimental court-martial, whereof Captain Gale of the 4th infantry was president, convened on the 16th June, 1818, at Pensacola, before which court were tried Corporal Roberts and private Whitty of the 4th regiment United States' infantry, who were both convicted, and sentenced to receive, viz: Corporal Roberts twenty-five lashes on his bare back, and private Whitty to receive, privately, forty-five lashes on his bare back; which said sentence and proceedings were approved on the 19th of June, 1818, in orders by the said Colonel King, there and then being commanding officer, and were carried into effect, except such part as related to the infliction of twenty-five lashes on Corporal Roberts, which the said Colonel King was pleased to remit, when, in fact, it was the duty of the said Colonel King, as commanding officer, to have disapproved of the whole proceedings and sentence, and called the attention of the court to the laws of the United States and the rules and articles of war, and to have enforced a strict conformity to them in every part of the department under his command.

Specification 7. In this, that the said Colonel King, contrary to his duty as an officer, and in open violation of the laws of the United States, and the rules and articles of war, in their true meaning and spirit, did, on or about the 29th day of June, 1818, sanction, in department orders, the proceedings of a general court-martial, whereof Captain John McIntosh was president, and Lieutenant H. Wilson judge advocate, before which said court was tried W. Newby, a private of the fourth infantry, on the charge of desertion, and found guilty, and sentenced to have his head shaved, his left ear cut from his head, and to receive, on the grand parade in Pensacola, fifty lashes on his bare back, and then drummed out of service, which said proceedings and sentence the said Colonel King, then commanding the eastern section eighth military department, did approve, but was pleased to remit, except the fifty lashes, which he ordered to be carried into immediate effect, and the prisoner to return to duty.

Specification 8. In this, that on or about the 29th day of June, 1818, the said Colonel King, then commanding the east section eighth military department, and acting civil and military Governor of West Florida, did sanction, in department orders, the proceedings of a general court-martial, whereof Captain John McIntosh, fourth infantry, was president, and Lieutenant H. Wilson judge advocate, before which court was tried private Henry Benner, of the eighth battalion company, fourth infantry, charged with desertion, and to which charge the prisoner pleaded guilty, and was sentenced to have his head shaved and receive fifty lashes on his bare back, and then drummed out of service; and the said Colonel King, contrary to his duty as an officer, and in open violation of the laws of the United States and the rules and articles of war, did approve of said sentence, and ordered so much of it carried into effect as related to the inflicting of the corporeal punishment, and compelled the prisoner to receive fifty lashes and return to duty.

Specification 9. In that the said Colonel King, commanding officer as aforesaid, did neglect and fail to take any steps whatever to prevent the frequent and open violations of the laws of the United States, and the rules and articles of war, by the infliction of corporeal punishment within his command, from the 1st June, 1818, to the 1st February, 1819, while the fourth regiment United States' infantry was stationed in Pensacola, but, on the contrary, did sanction, in orders, the frequent proceedings of regimental courts-martial within his command, which were in direct violation and disregard of a law of Congress, in its true spirit and meaning, and contrary to the rules and articles of war, which prohibit the infliction of corporeal punishment.

Specification 10. In this, that the said Colonel King did issue an order on or about the 19th June, 1818, while acting civil and military Governor of West Florida, establishing a quarantine law that every vessel arriving from the Havana, Mobile, and New Orleans, &c., should ride out a certain number of days below gunshot of the Barancas, and did enforce this order (as he alleges,) to prevent the introduction of infectious diseases, to the entire loss and destruction of one or more vessels which came there unprepared for riding out a quarantine, and afterwards the said Colonel King, in an unofficerlike manner, did order (viz. in the month of July,) a vessel direct from New Orleans to ascend to the town, without undergoing any quarantine, for no other reason but that she had a carriage on board belonging to the said Colonel King, commanding, &c.

Specification 11. In this, that the said Colonel King, contrary to his duty as an officer, and in open violation of the laws of the United States, and the rules and articles of war, on or about the 1st August, 1818, did issue a verbal order to the acting adjutant of the fourth infantry, Lieutenant Sands, then stationed at Pensacola, to select two confidential non-commissioned officers, and a suitable command for each, and send them in pursuit of some men of the fourth infantry, who were reported as having deserted, and if taken within the limits of the province of West Florida, instantly to have them put to death; but to be careful not to infringe on the civil laws of the Alabama Territory, for if taken above the line they must be brought back; and the said Colonel King, in an unofficerlike manner, and in total disregard of the laws of the United States, and the rules and articles of war, did continue and cause to be continued in force the aforesaid verbal order, issued as aforesaid, both at the Barancas and Pensacola,

during the whole period that those posts were occupied by the American troops, and until a private and deserter of the first battalion company, (Neil Cameron,) was overtaken by Sergeant Childress and his command, on or about the 16th day of September, 1818, within seventeen or eighteen miles of Pensacola, and there shot; although the said Cameron made no resistance, but, on the contrary, begged to be taken back and put on his trial, and punished as a general court-martial might direct.

Specification 12. In that the said Colonel King, contrary to his duty as an officer, did, from time to time, and at different times, viz: keep and employ at work the soldiers (mechanics) of his regiment, the fourth infantry, in making, for his own private use, a variety of articles, not warranted by any law of the United States, nor the rules and articles of war, viz: a wagon, worth nearly one hundred dollars, for the use of his plantation; ploughs for the same, and boots and shoes for his family.

Specification 13. In that the said Colonel King did, on or about the 14th day of February, and 11th day of May, 1819, give an order to purchase provisions, on account of the failure of the contractor, and instead of imposing the necessity of being particular in obtaining them as cheap as possible, did, on the contrary, make use of unofficerlike language to the officer or officers who had been ordered to purchase, saying he did not care a damn what the rations cost the contractor, but to get them at any price, as it made no difference to him if they cost a dollar per ration, or words to that effect.

Specification 14. In that the said Colonel King did fail and neglect to give orders in time to purchase provisions for the use of the troops at cantonment Montpelier, until the said troops were destitute of provisions, or nearly so, and then not allowing time enough to have the contract advertised, and the provisions purchased at a reasonable price, viz: in the months of February, March, and May, 1819, the purchases having been made by Lieutenants Houston, Heronimus, and Dulany, to neither of whom was sufficient time allowed to go into the market, advertise, and make the purchases at a fair price. The consequence was, those officers were compelled to give the contract to such persons as were prepared, knowing of the necessity of the post, and had calculated accordingly.

Specification 15. In this, that the said Colonel King, of the fourth United States' infantry, in an unofficerlike manner, and in contravention of the good of the service, has frequently given the men of the fourth regiment of infantry furloughs for several months immediately preceding the expiration of their term of service, and at the same time gave them discharges so dated as to take effect at the termination of the time limited in their accompanying furloughs, which was, in effect, to all intents and purposes, giving them discharges so many months before their term of service had actually expired, viz: the said Colonel King, of the fourth United States' infantry, did, in this way, in effect, and in fact, at cantonment Montpelier, between the 10th of March and 20th August, 1817, discharge Sergeant William Gary, of the fourth infantry, about five months anterior to the expiration of his term of service, and Sergeant Joel Whetten, fourth infantry, between the 10th August and 1st December, 1818, about three months before his term of service had expired.

CHARGE 5. Violation of the 31st article of the rules and articles of war.

Specification 1. In this, that the said Colonel William King, commanding fourth infantry, at Montpelier, on or about the —— day of September, in the year 1817, did lay a duty or imposition of five per centum on all the moneys collected for goods sold by Messrs. Nelson & Randolph, sutlers of the fourth regiment of infantry, to the non-commissioned officers, musicians, and privates, of the fourth regiment United States' infantry, and, contrary to his duty as an officer, and in open violation of the rules and articles of war, did demand, compel, and enforce the payment (through his adjutant) of the aforesaid duty of five per centum, thereby compelling the soldiers of the fourth infantry to pay five per centum more for the goods they bought of the sutlers than they could be obtained for in other stores in the country, which duty was to be expended, as he alleges, in support of a band, but never publicly accounting for the same.

Specification 2. In this, that the said Colonel King, contrary to his duty as an officer, and in violation of the rules and articles of war, did, by his own authority, and upon his own responsibility, lay a duty of five per centum on all the collections made by the sutlers of the fourth infantry, of the non-commissioned officers, musicians, and privates of said regiment, which duty bore peculiarly hard on the soldiers, inasmuch as it was partial and unequally laid, and has not extended to the collections made off the commissioned officers of the said fourth United States' regiment of infantry.

J. B. HOGAN, *Paymaster 4th regt. infantry.*

The prisoner being called upon to make his plea, objected to plead to the following specifications, viz:

Third specification, 1st charge; 1st specification, 2d charge; 6th specification, 2d charge; 4th specification, 4th charge; 6th, 7th, 8th, and 9th specifications, 4th charge; 12th specification, 4th charge; 13th specification, 4th charge; 15th specification, 4th charge; 1st and 2d specifications, 5th charge.

The court, after mature deliberation, decided that the prisoner shall not plead to the 3d specification, 1st charge; shall plead to the 1st specification, 2d charge; shall not plead to the 6th specification, 2d charge; shall plead to the 4th specification, 4th charge; shall plead to the 6th, 7th, 8th, and 9th specifications, 4th charge; shall not plead to the 12th specification, 4th charge; shall not plead to the 13th specification, 4th charge; shall plead to the 15th specification, 4th charge; shall plead to the 1st and 2d specifications, 5th charge.

The prisoner then pleaded "NOT GUILTY."

Finding and sentence.

After the most mature deliberation, the court find the prisoner, Colonel William King, fourth regiment United States' infantry, not guilty of the 1st specification, 1st charge; not guilty of the 2d specification, 1st charge; not guilty of the 1st charge.

The court find in the 1st specification, 2d charge, that the prisoner did furlough Sergeant Gary about five months before his term of service expired, and that he employed him as his manager or overseer; they also find that the accused did employ Sergeant Latta before his term of service expired; and they also find that he did discharge and furlough Sergeant Whetten about three months before his term of service expired. The court find him not guilty of the other parts of the specification.

Not guilty of the 2d specification of the 2d charge; not guilty of the 3d specification of the 2d charge; guilty of the facts charged in the 4th specification, 2d charge; not guilty as stated in the 5th specification, 2d charge.

On the 2d charge the court find the prisoner guilty of unofficerlike conduct, but cannot in their conscience say that he was actuated by the ungentlemanly motives ascribed to him in the 4th specification, and believe he may have acted under the influence of mistake or misapprehension; they, however, cannot withhold the expression of their highest disapprobation of his conduct in the transaction; they acquit him of so much of the 2d charge as relates to ungentlemanly conduct.

The court find the prisoner guilty of the facts stated in the 1st specification, 3d charge, except so much as relates to the delivery of the deserter; guilty of the 2d specification, 3d charge, except that he did request, and not order or direct, as charged in the specification; guilty of the 3d specification, 3d charge, except that he did request, and not direct, Lieutenant Houston, as stated in the specification. As to the 4th specification, 3d charge, the court find that the prisoner brought out to Mobile, in the ship General Hand, his family, about thirty negroes, some provisions, (part of which he sold,) and some household furniture, all at the expense of the Government; and that he did, on the part of the United States, give to the owners of the ship General Hand the additional sum of one thousand one hundred and seventy-five dollars to convey the said detachment, mentioned in the specification, to its place of destination, Point Petre, Georgia.

Not guilty of the 5th specification, 3d charge; not guilty of the 3d charge.

The court find the prisoner guilty of the 1st specification of the 4th charge; guilty of the 2d and 3d specifications, 4th charge; guilty of the facts contained in the 4th specification, 4th charge; guilty of the 5th specification, 4th charge, except as to the term of service having expired.

Guilty of the facts stated in the 6th specification, 4th charge; guilty of the facts stated in the 7th and 8th specifications, 4th charge; guilty of the 9th specification, 4th charge; not guilty of the 10th specification, 4th charge; guilty of the 11th specification, 4th charge; not guilty of the 14th specification, 4th charge; guilty of the facts stated in the 15th specification, 4th charge, except as it relates to the discharge of Sergeant Gary, and the furlough and discharge of Sergeant Latta, and, as to them, not guilty.

Guilty of the 4th charge.

As to the 1st specification of the 5th charge, the court find that the prisoner, Colonel King, did lay a duty of five per centum, as specified; that the duty has fallen on the soldiers, but that has proceeded from an omission, on the part of the commanding officer, in not regulating the sutler's prices.

That this duty was not for the benefit of the accused, but for the benefit of the fourth regiment; and find the prisoner not guilty of the 1st specification, as stated.

Not guilty of the 2d specification of the 5th charge.

Not guilty of the 5th charge.

The court sentence the prisoner, Colonel William King, of the fourth regiment United States' infantry, to be suspended from all rank, pay, and emoluments, for the space of five years from the date of the ratification of this sentence.

WM. LINDSAY, *Lieut. Col. Corps Art. President.*

S. D. HAYS, *Judge Advocate D. S.*

The President of the United States approves the proceedings of the general court-martial in the case of Colonel William King, of the fourth infantry, and directs that the sentence, suspending him from all rank, pay, and emoluments, for five years, be accordingly carried into effect.

By order: D. PARKER, *Adj. and Insp. Gen.*

Extract of a general order, dated Adjutant and Inspector General's office, August 10, 1819.

The commanding general of the south division will detail and organize a general court-martial, as soon as practicably consistent with the interest of the service, for the trial of Colonel William King, of the fourth infantry. Such charges, documents, and communications, as the War Department possess, are herewith transmitted, to be put into the hands of the army judge advocate of the south division, or such officer as may be detailed for that duty, in case he cannot attend the court.

Extract of a letter from Major General Jackson to the Secretary of War, dated at

NASHVILLE, *December* 28, 1819.

The proceedings of the general court-martial in the case of Colonel King, of the United States' fourth regiment of infantry, have been presented to me by the judge advocate of division, but they are herewith submitted to your consideration for approval or disapproval.

The enclosed document, marked No. 1, is a copy of the letters from Colonel King, the receipt of which is acknowledged in my letter to that officer, bearing date the 13th of April, 1819, a copy of which accompanies the proceedings of the court. In that letter I expressed my entire approbation of the conduct of Colonel King, during his command in Florida; in doing so I had reference only to those circumstances mentioned in his letters, and such other official acts as were within my knowledge.

But, however unwilling I am to detract from the merit of this officer, who I have ever considered one of the most superior of his rank and profession, it is a duty which I owe myself here to state that, at the date of this letter, I was entirely ignorant of the order given by Colonel King for shooting deserters taken within the province of Florida, and not until a short time previous to the arrest of Colonel King did I become acquainted with these facts.

I have the honor to be, &c.

ANDREW JACKSON.

The Honorable J. C. CALHOUN.

No. 1.

(Enclosed in the foregoing.)

Colonel King to General Jackson.

SIR: FORT ST. CARLOS DE BARANCAS, *February* 4, 1819.

I have the honor to report the arrival off this harbor, at daylight this morning, of the Spanish expedition destined for the occupancy of this province. It consists of two ships, two brigs, and two schooners, and is said to contain five hundred men. The commanding officer addressed himself to me as a major general.

I am, sir, your obedient servant,

WILLIAM KING, *Col. 4th infantry.*

Major General ANDREW JACKSON, *Comd'g Southern division.*

True copy: R. K. CALL, *Aid-de-camp.*

Colonel King to General Jackson.

SIR: CANTONMENT MONTPELIER, *February* 10, 1819.

Under date of the 4th instant, I apprized you of the arrival of the expedition, sent by the Captain-General of the island of Cuba, to reoccupy, for His Catholic Majesty, the province of West Florida. I have now the honor to report that the flag of the United States was struck at Pensacola and the fort of St. Carlos de Barancas, at eight o'clock, A. M. on the 8th instant, and those posts delivered up to Major General John M. Echeviere, duly authorized to receive them. The correspondence which passed between the Spanish general and myself is enclosed.

I am mortified to state that I have left Pensacola with my quartermaster's department upwards of $4,000 in debt to the inhabitants of that place. The knowledge of this state of things will give you as much chagrin as it has given to me, but I confidently trust you will do me the justice to believe no part of the blame is chargeable to my account, as I have, from time to time, reported myself without funds, in debt, and without credit. To transport the public property from Pensacola, I was compelled to resort to the odious practice of impressment, and the expense to the United States will be at least one hundred per cent. greater than if I had been in funds.

Under date of the 27th November, you informed me that Captain Hunt, assistant deputy quartermaster general, was attached to my command, and ordered to report to me. He has never made his appearance, and as the dilemma in which I am placed has been measureably caused by his neglect of duty, I have to solicit his arrest for disobedience of your orders, unless his destination has been subsequently changed by competent authority. By your letter it appears that you had ordered him to this country to pay the debts of the Tennessee brigade; if so, that duty was also neglected: for, instead of coming, he required persons, having claims of that description against the United States, to attend at his office in the city of New Orleans for settlement.

I had yesterday the honor to receive from Major General Gaines a draught on the officer having charge of the quartermaster general's department at New Orleans for $6,000; but from that quarter I expect no relief, or I should long since have drawn on him myself for funds.

I have the honor to be, with great respect, your obedient servant,

WILLIAM KING, *Col. 4th infantry.*

Major General ANDREW JACKSON, *Comd'g Southern division.*

True copy:

R. K. CALL, *Aid-de-camp.*

SIR: ADJUTANT AND INSPECTOR GENERAL'S OFFICE, *November* 4, 1819.

I have received your summons, as judge advocate of the general court-martial ordered to convene at Mobile, on the 25th of October last, for the trial of Colonel King, to give testimony in behalf of the accused. That summons is dated Nashville, September 1, and the envelope bears the post mark "Tensaw, A. T. 10th October." It was received by me on the 1st instant, since which, a letter to the War Department, written by Major J. B. Hogan, has been shown to me, stating that Colonel King is advised that interrogatories would be put to me in support of the charges on which the colonel was to be tried.

Having been left on duty here by the Secretary of War, I yesterday took the earliest moment to submit to the President, on his arriving in this city, as well the interrogatories as your summons; at the same time stating that I had, by order of the Secretary of War, sent to the commanding general of the south division, to be put into the hands of the judge advocate, copies of all communications relating to the transportation referred to in the interrogatories, with duplicate copies to Colonel King. The President directed me to transmit another certified copy of the same to you, with such further copies as might be connected with the subject. The copies are herewith enclosed. *They contain all the evidence which could be given by me*, as a witness, either for or against Colonel King. The President does not authorize me to go to Mobile to attend the court.

Perhaps it may be proper and respectful to explain to the court that, since Colonel King was arrested, he has corresponded with me, and asked for copies on this subject, which have been sent to him by mail, which could not have reached him on the 10th of October, when the summons, which appears to be directed in his own hand, was mailed at Tensaw. I now enclose copies to show that I have already sent all that he required.

The colonel has also transmitted, under cover, to me interrogatories to be answered by Mr. Graham, who was acting Secretary of War when the orders of the War Department were given for transporting the troops from Baltimore in the fall of 1817. Those interrogatories have been answered by Mr. Graham, and returned to the colonel by me. Although the interrogatories (signed by Major Hogan) do not come before the court, the judge advocate, or the accused, I should answer them under oath, if I saw any thing in them not explained by the official correspondence.

I herewith transmit a copy of these interrogatories, and an extract from Captain Hook's muster-roll of November, 1817. Of other orders Colonel King may have received direct from Mr. Graham, I can give no copies or evidence.

I have the honor to be, sir, your obedient servant,

D. PARKER, *Adjutant and Inspector General.*

S. D. HAYS, Esq., *Army Judge Advocate, and Judge Advocate of the general court-martial for the trial of Colonel King.*

ADJUTANT AND INSPECTOR GENERAL'S OFFICE, *May* 2, 1820.

I certify that the foregoing are true copies of the originals on file in this office.

D. PARKER, *Adjutant and Inspector General.*

16th Congress.] No. 196. [1st Session.

TRIAL OF COLONEL WILLIAM KING.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, MAY 12, 1820.

Mr. Cocke made the following report:

The Committee on Military Affairs to whom was referred the report of the Secretary of War, containing the proceedings of the court-martial on the trial of William King, late of the fourth regiment of United States' infantry, have had the same under consideration, and submit to the House the following resolution:

Resolved, That the President of the United States be requested to strike from the roll of the army the said William King, late of the fourth regiment of United States' infantry.

16th Congress.] No. 197. [2d Session.

REDUCTION OF THE ARMY.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, DECEMBER 12, 1820.

Sir: War Department, *December* 12, 1820.

In obedience to a resolution of the House of Representatives of the 11th of May last, "directing that the Secretary of War report to this House, at the commencement of the next session, a plan for the reduction of the army to six thousand, non-commissioned officers, musicians, and privates, and preserving such parts of the corps of engineers, as, in his opinion, without regard to that number, it may be for the public interest to retain; and, also, what saving of the public revenue will be produced by such an arrangement of the army as he may propose in conformity with this resolution," I have the honor to make the following report:

I deem it proper, before a plan is presented in detail for reducing the army, as proposed in the resolution, to state briefly the general principles on which it is conceived our military peace establishment ought to be organized. It will be readily admitted, that the organization of the army ought to have reference to the objects for which it is maintained, and ought to be such as may be best calculated to effect such objects; as it must be obvious, on the slightest reflection, that on considerations connected therewith ought to depend, not only its members, but also the principles on which it ought to be formed.

The necessity of a standing army in peace is not believed to be involved in the subject under consideration, as the resolution presupposes the propriety of maintaining one; and in fact its necessity is so apparent, that, even those least friendly to the army have never attempted to abolish it, or even to reduce it, since the late war, much below the number proposed in the resolution. The objects for which a standing army in peace ought to be maintained may be comprised under two classes; those which, though they have reference to a state of war, yet are more immediately connected with its duties in peace; and those which relate immediately and solely to war. Under the first class may be enumerated, as the leading objects, the garrisoning of the forts along our Atlantic frontier in order to preserve them, and to cause the sovereignty of the United States to be respected in their immediate neighborhood, and the occupying of certain commanding posts in our inland frontier to keep in check our savage neighbors, and to protect our newly formed and feeble settlements in that quarter. These are, doubtless, important objects; but are by no means so essential as those which relate immediately and solely to a state of war; and, though not to be neglected wholly, ought not to have any decided influence in the organization of our peace establishment. Without, therefore, making any further remark on this point of the inquiry, I will proceed to consider the other class, on which, as it comprises the great and leading inducement to maintain in this country a regular army in peace, the prominent features of its organization ought to depend.

However remote our situation from the great powers of the world, and however pacific our policy, we are, notwithstanding, liable to be involved in war; and, to resist, with success, its calamities and dangers, a standing army in peace, in the present improved state of the military science, is an indispensable preparation. The opposite opinion cannot be adopted, without putting to hazard the independence and safety of the country. I am aware that the militia is considered, and in many respects justly, as the great national force; but, to render them effective, every experienced officer must acknowledge, that they require the aid of regular troops. Supported by a suitable corps of trained artillerists, and by a small but well-disciplined body of infantry, they may be safely relied on to garrison our forts, and to act in the field as light troops. In these services, their zeal, courage, and habit of using fire-arms, would be of great importance, and would have their full effect. To rely on them beyond this, to suppose our militia capable of meeting in the open field the regular troops of Europe, would be to resist the most obvious truth, and the whole of our experience as a nation. War is an art, to attain perfection in which, much time and experience, particularly for the officers, are necessary. It is true, that men of great military genius occasionally appear, who, though without experience, may, when an army is already organized and disciplined, lead it to victory; yet I know of no instance, under circumstances nearly equal, in which the greatest talents have been able, with irregular and undisciplined troops, to meet with success those that were regularly trained. Genius without much experience may command, but it cannot go much further. It cannot at once organize and discipline an army, and give it that military tone and habit which only, in the midst of imminent danger, can enable it to perform the most complex evolutions with precision and promptitude. Those qualities which essentially distinguish an army from an equal assemblage of untrained individuals, can only be acquired by the instruction of experienced

officers. If they, particularly the company and regimental officers, are inexperienced, the army must remain undisciplined, in which case, the genius, and even experience of the commander, will be of little avail. The great and leading objects, then, of a military establishment in peace, ought to be to create and perpetuate military skill and experience; so that, at all times, the country may have at its command a body of officers, sufficiently numerous, and well instructed in every branch of duty, both of the line and staff; and the organization of the army ought to be such as to enable the Government, at the commencement of hostilities, to obtain a regular force, adequate to the emergencies of the country, properly organized and prepared for actual service. It is thus only that we can be in the condition to meet the first shocks of hostilities with unyielding firmness; and to press on an enemy, while our resources are yet unexhausted. But if, on the other hand, disregarding the sound dictates of reason and experience, we should in peace neglect our military establishment, we must, with a powerful and skilful enemy, be exposed to the most distressing calamities. Not all the zeal, courage, and patriotism of our militia, unsupported by regularly trained and disciplined troops, can avert them. Without such troops, the two or three first campaigns would be worse than lost. The honor of our arms would be tarnished, and the resources of the country uselessly lavished; for, in proportion to the want of efficiency, and a proper organization, must, in actual service, be our military expenditures. When taught by sad experience, we would be compelled to make redoubled efforts, with exhausted means, to regain those very advantages which were lost for the want of experience and skill. In addition to the immense expenditure which would then be necessary, exceeding manifold what would have been sufficient to put our peace establishment on a respectable footing, a crisis would be thus brought on of the most dangerous character. If our liberty should ever be endangered by the military power gaining the ascendency, it will be from the necessity of making those mighty and irregular efforts to retrieve our affairs, after a series of disasters, caused by the want of adequate military knowledge; just as, in our physical system, a state of the most dangerous excitement and paroxysm follows that of the greatest debility and prostration. To avoid these dangerous consequences, and to prepare the country to meet a state of war, particularly at its commencement, with honor and safety, much must depend on the organization of our military peace establishment, and I have, accordingly, in a plan about to be proposed for the reduction of the army, directed my attention mainly to that point, believing it to be of the greatest importance.

To give such an organization the leading principles in its formation ought to be, that, at the commencement of hostilities, there should be nothing either to new model or to create. The only difference, consequently, between the peace and the war formation of the army ought to be in the increased magnitude of the latter; and the only change in passing from the former to the latter, should consist in giving to it the augmentation which will then be necessary.

It is thus, and thus only, the dangerous transition from peace to war may be made without confusion or disorder; and the weakness and danger, which otherwise would be inevitable, be avoided. Two consequences result from this principle. First, the organization of the staff in a peace establishment ought to be such, that every branch of it should be completely formed, with such extension as the number of troops and posts occupied may render necessary; and, secondly, that the organization of the line ought, as far as practicable, to be such that, in passing from the peace to the war formation, the force may be sufficiently augmented; without adding new regiments or battalions; thus raising the war on the basis of the peace establishment, instead of creating a new army to be added to the old, as at the commencement of the late war. The next principle to be observed is, that the organization ought to be such as to induce, in time of peace, citizens of adequate talents and respectability of character to enter and remain in the military service of the country, so that the Government may have officers at its command, who, to the requisite experience, would add the public confidence. The correctness of this principle can scarcely be doubted; for, surely, if it is worth having an army at all, it is worth having it well commanded.

These are the general principles upon which I propose to form the organization of the army, as proposed to be reduced under the resolution. By reference to tables A and B, which contain the proposed and present organizations, it will be seen, that the principal difference between them is in the reduction of the rank and file. The present organization of the staff, with its branches, is retained, with slight alterations. The principal changes in it are in that of the Commissary General of Purchases and the Judge Advocates, by which it is intended that they should conform more exactly to the principles on which the other branches are now formed. It is believed that the true principle of its organization is, that every distinct branch of the staff should terminate in a chief, to be stationed, at least in peace, near the seat of Government, and to be made responsible for its condition. It is thus that the Government may at all times obtain correct knowledge of the condition of the army in every particular, and be enabled to introduce method, order, and economy, in its disbursements. It is, at present, with slight exceptions, thus organized, and the beneficial effects of it have already been strikingly exemplified by experience. Since the passage of the act of the 14th of April, 1818, which gave the present organization to the staff, the expense of the army has been greatly reduced, while, at the same time, the various articles supplied have been improved in quality, and the punctuality with which they have been issued; and while the movements of the army have, at least for the present, been rendered more expensive, by occupying the distant frontier posts at the mouth of the St. Peter's and at the Council Bluffs. By a statement from the Adjutant and Inspector General, and the books of the Second Auditor, marked C, containing the army disbursements from 1818 to 1820 inclusive, it appears that the expense of the army in 1818, the year in which the present organization commenced, amounted to $3,748,445 01, while the amount of warrants issued for current disbursements to the 1st of November this year, has amounted only to $2,616,526 11, and the disbursements of the whole year will probably not exceed $2,700,000. In the year 1818, the aggregate average number of military establishments, including the cadets, amounted to eight thousand one hundred and ninety-nine, and that of this year to nine thousand six hundred and eleven. It is admitted that, during the same period, a considerable reduction has taken place in many of the articles which constitute the supplies of the army, the effect of which has been to reduce its expense; but, on examination, it will appear that the diminution on this account is much less than what, on the first impression, might be supposed. Many of the more considerable items, which constitute the expenses of the army, are fixed by law, and do not fluctuate with the change of prices, such as the pay of the officers and men, the subsistence of the former, and the allowance to them for servants, forage, transportation of baggage, &c. All of the items estimated for by the Paymaster General, excepting clothing for servants, which is of small amount, partake of this character; to which, if we add those of the Quartermaster General's estimates, which, although the price of some of them have, in the period under consideration, been reduced, yet that has been at least balanced in the increased expenditure of that department for the two last years, by the extension and increased number of the military posts, it will result, that the reduction in the expense of the army by the diminution of prices is substantially confined to the clothing, medical, and subsistence departments. Some pains have been taken to ascertain this diminution, in the various articles supplied by them, and it has resulted in the belief, that the average of those supplied by the clothing and medical departments were, in the year 1818, about seven per cent. higher than in this, and in the subsistence about forty per cent. With this data, it is ascertained, (see table D,) that the expense of the army this year, had no diminution in price since 1818 taken place, would have amounted, deducting for the difference of the average number of the two years, and

allowing for the expenditures of the Seminole war in 1818, to about $2,791,038 55. This sum deducted from $3,748,445 01, the expense of the army in 1818, gives for the actual saving, after allowing for the diminution of prices, the sum of $957,356 46, (see table D,) which has been effected through the organization of the present staff, by enabling the Department to superintend, in its minute details, as well the various disbursements of the army, as the measures taken to prevent the waste of public property. The amount of saving may appear to be very great, but it is confidently believed that it cannot be materially reduced by any just mode of calculation of which the subject is susceptible.

As great as this result is, it is only in war that the benefits of a proper organization of the staff can be fully realized. With a complete organization, and experienced officers, trained in peace to an exact and punctual discharge of their duty, the saving in war (not to insist on an increased energy and success in our military movements) would be of incalculable advantage to the country. The number of deputies and assistants in each branch ought to be regulated by the exigency of the service, and this must obviously depend much more on the number of posts, than on the number of troops; and as no material change can, consistently with the public interest, be made as to the posts, under the proposed reduction, little diminution can be made in the number of subordinate officers belonging to the staff.

It is also proposed to retain the two majors and four brigadier generals. Although it is not probable that there will be concentrated, in time of peace, at any one point, the force equal to the command of a single major or even a brigadier general, yet it is conceived that it is important to the service that they should be retained. As two regiments, with a proper proportion of artillery and light troops, constitute, in our service, one brigade, and two brigades a division, the command of a major general, the number of regiments and battalions, under the proposed organization, thus gives a command equal to that of two majors and four brigadier generals. But a more weighty, and, in my opinion, decisive reason why they should be retained, may be found in the principle already stated, that the organization of the peace establishment ought to be such as to induce persons of talent and respectability to enter and continue in the military service. To give to the officers of the army the necessary skill and acquirements, the military academy is an invaluable part of our establishment; but that alone will be inadequate. For this purpose respectability of rank and compensation must be given to the officers of the army, in due proportion to the other pursuits of life. Every prudent individual, in selecting his course of life, must be governed, making some allowance for the natural disposition, essentially by the reward which attends the various pursuits open to him. Under our free institutions, every one is left free to make his selection; and most of the pursuits of life, followed with industry and skill, lead to opulence and respectability. The profession of arms, in the well established state of things which exist among us, has no reward but what is attached to it by law; and if that should be inferior to other professions, it would be idle to suppose individuals, possessed of the necessary talents and character, would be induced to enter it. A mere sense of duty ought not, and cannot be safely relied on. It supposes that individuals would be actuated by a stronger sense of duty towards the Government than the latter towards them.

If we may judge from experience, it would seem that the army, even with these important commands, which, from their rank and compensation, must operate strongly on those who have a military inclination, does not present inducements to remain in it, stronger than, nor even as strong as, those of most of the other respectable pursuits of life.

The number of resignations has been very great, of which many are among the most valuable officers. Should the number of generals be reduced, the motive for entering or continuing in service must also be greatly reduced; for, like the high prizes in a lottery, though they can be obtained by a few only, yet they operate on all those who adventure; so these important stations which they occupy are, with those best qualified to serve their country, the principal motive to enter or remain in the army. To retain them is, in fact, the cheapest mode of commanding such talents; for, to pursue the metaphor, if the high prizes were distributed among all the tickets, there would be but a few adventurers, so, if the compensation attached to the general officers were distributed proportionably among the other officers, the inducement which the army now holds out for a military profession to individuals of suitable character, would be almost wholly lost. If the generals were reduced to one major and two brigadiers, the saving would not exceed $14,432 annually, which, distributed among the officers in proportion to their pay, would give to a lieutenant but $25 59 additional pay, and to a captain $30 87 annually, a sum too inconsiderable to have much effect.

I will proceed next to make a few remarks on that portion of the organization which proposes to reduce the rank and file, without a correspondent reduction of the battalions and regiments. By a reference to the table A, it will be seen that it is proposed to add the rifle regiment to those of the infantry, and unite the ordnance and the light and heavy artillery into one corps of artillery, which, when thus blended, to form nine regiments of infantry and five battalions of artillery, from the latter of which, the corps of ordnance is to be taken, to consist of one colonel and lieutenant colonel, two majors, seven captains, and as many lieutenants as the President may judge necessary. This organization will require all the officers of the line of the present army to be retained. The reasons for the union of the corps, as well as the other details, will be found explained in the proper place in the annexed tables.

No position connected with the organization of the peace establishment is susceptible of being more rigidly proved, than that the proportion of its officers to the rank and file ought to be greater than in a war establishment. It results immediately from a position, the truth of which cannot be fairly doubted, and which I have attempted to illustrate in the preliminary remarks, that the leading object of a regular army in time of peace ought to be, to enable the country to meet with honor and safety, particularly at the commencement of war, the dangers incident to that state; to effect this object as far as practicable, the peace organization ought, as has been shown, to be such, that in passing to a state of war, there should be nothing either to new model or to create; and that the difference between that and the war organization, ought to be simply in the greater magnitude of the latter. The application of this principle has governed in that portion of the formation of the proposed military establishment now under consideration. The companies, both of the artillery and infantry, are proposed to be reduced to their minimum peace formation, the former to consist of sixty-four privates and non-commissioned officers, and the latter of thirty-seven, which will give to the aggregate of both corps thus formed, six thousand three hundred and sixteen non-commissioned officers, musicians, and privates. Without adding an additional officer, or a single company, they may be augmented, should a just precaution, growing out of our foreign relations, render it necessary, to eleven thousand five hundred and fifty-eight; and, pending hostilities, by adding two hundred and eighty-eight officers, the two corps, on the maximum of the war formation, may be raised to the respectable force of four thousand five hundred and forty-five of the artillery, and fourteen thousand four hundred and ninety of the infantry, making, in the aggregate, nineteen thousand and thirty-five officers, non-commissioned officers, and privates, (see table E.) The war organization, thus raised on the basis of the peace establishment, will bring into effective operation the whole of the experience and skill of the latter, which, with attention, would, in a short period, be communicated to the new recruits, and the officers recently appointed, so as to constitute a well disciplined force. Should the organi-

ation of full companies, on the contrary, be adopted for the peace establishment, this process could be carried to a very limited extent. Six thousand men so organized can be augmented on the full war establishment only to nine thousand one hundred and fifteen by doubling the battalions. (See table E.) Any additional force, beyond that, must be obtained by adding new regiments and battalions, with all of the disadvantages of inexperience in the officers and men, without the means of immediate instruction. This was the fatal error at the commencement of the late war, which cost the country so much treasure and blood. The peace establishment, which preceded it, was very imperfectly organized, and did not admit of the necessary augmentation; nor did the Government avail itself of even its limited capacity in that respect. The forces raised were organized into new corps, in which, consequently, every branch of military duty was to be learned by the officers as well as men. But with all of these disadvantages, the experience and discipline of the old establishment was of immense use, and has not been duly appreciated. The officers belonging to it gradually diffused their military knowledge through the army, and contributed much to the brilliant results of the campaign of 1814. For the truth of this assertion, I might with confidence appeal to those officers who then acquired so much glory for themselves and their country.

Another reason remains to be urged why, in the peace establishment, the number of officers ought to be great compared with the actual force. At the commencement of war, an adequate number of experienced officers is of greater importance than that of disciplined troops, even were it possible to have the latter without the former; for it is not difficult to form in a short time well disciplined troops by experienced officers, but the reverse is impossible. The qualifications of the officers are essentially superior to those of the soldiers, and are more difficult to be acquired. The progress of military science has not added much to the difficulty of performing the duty of the soldier or of training him, but it has greatly to that of the officer. No Government can, in the present improved state of the military science, neglect with impunity to instruct a sufficient number of its citizens in a science indispensable to its independence and safety, and to perfect which instruction, it is necessary that some portion of them (the number to be regulated by the rescources of the country and its relation with other Governments) should make arms their profession.

Table F exhibits the estimate of the saving which will be made by the proposed organization.

I have thus presented an organization which I deem the most effective, and which, in the future exigencies of the country, may be of the utmost importance. A different one, requiring for the present an expenditure something less than that proposed, might, in some respects, be more agreeable at this moment; but, believing that nothing in our situation or in our relation with other Powers, however pacific at this time, can give a certain assurance of uninterrupted peace, a state which may exist in the imagination of the poet, but which no nation has yet had the good fortune to enjoy, I have deemed it my duty to present that organization which will most effectually protect the country against the calamities and dangers of any future contest in which it may be our misfortune to be involved.

Economy is certainly a very high political virtue, intimately connected with the power and the public virtue of the community. In military operations, which, under the best management, are so expensive, it is of the utmost importance; but, by no propriety of language can that arrangement be called economical, which, in order that our military establishment in peace should be rather less expensive, would, regardless of the purposes for which it ought to be maintained, render it unfit to meet the dangers incident to a state of war.

With a single observation, which was omitted in its proper place, I will conclude my remarks. The plan proposed for the reduction of the army gives six thousand three hundred and sixteen non-commissioned officers, musicians, and privates, instead of six thousand, the number fixed in the resolution. It was found difficult to form an organization on proper principles, which would give that precise number, and as the difference was not deemed very material, I have ventured to deviate to that extent, from the terms of the resolution.

I have the honor to be, your most obedient servant,

J. C. CALHOUN.

The Hon. JOHN W. TAYLOR, *Speaker of the House of Representatives.*

A.

Organization of the Army as proposed under the resolution of the House of Representatives, of May 11, 1820.

GENERAL STAFF.

2 Major generals.
4 Aids-de-camp—subalterns of the line.
4 Brigadier generals.
4 Aids-de-camp—subalterns of the line.
1 Judge advocate.
6 Topographical engineers.
4 Assistant topographical engineers.
1 Adjutant and inspector general.
*2 Adjutants general.
*4 Assistant adjutants general.
*2 Inspectors general.
*4 Assistant inspectors general.

Quartermaster's Department.

1 Quartermaster general.
2 Deputy quartermasters general.
16 Ass't deputy quartermasters general. Eight of these are officers of the line, and it is contemplated to have them all of the line, as vacancies occur.

Paymaster Department.

1 Paymaster general.
19 Paymasters.

Purchasing Department.

1 Commissary general.
1 Assistant commissary general.
2 Storekeepers.

Subsistence Department.

1 Commissary general, with as many assistant commissaries as the service may require, all subalterns of the line.

Medical Department.

1 Surgeon general.
2 Assistant surgeons general.
1 Apothecary general.
2 Assistant apothecaries.
25 Surgeons.
44 Assistant surgeons.

Engineer Corps.

1 Colonel.
1 Assistant engineer.
1 Lieutenant colonel.
2 Majors.
6 Captains.
6 Lieutenants.
6 Second Lieutenants.

Military Academy.

12 Professors and masters.
250 Cadets.
1 Adjutant—subaltern.

* All except three are officers of the line, and it is contemplated to have them all of the line, as vacancies occur.

ARTILLERY.

1	Colonel commandant.
1	Colonel of ordnance.
1	Lieutenant colonel of ordnance.
2	Majors of ordnance.
5	Lieutenant colonels of battalions.
5	Majors, do
7	Captains of ordnance.
5	do of light artillery.
40	do of artillery.
10	Lieutenants of light artillery.
80	do of artillery.
10	Second lieutenants of light artillery.
80	Second lieutenants of artillery.
247	Officers.
15	Sergeants of light artillery.
120	do of artillery.
30	Corporals of light artillery.
240	do of artillery.
5	do of the train.
5	Armorers.
5	Smiths, (light artillery.)
5	Trumpets, (light artillery.)
40	Drummers.
90	Gunners, (light artillery.)
720	do artillery.
180	Matrosses, (light artillery.)
1,440	Matrosses, artillery.
10	Workmen.
45	Soldiers of the train, (light artillery.)
2,950	Total.

INFANTRY.

9	Colonels.
9	Lieutenant colonels.
9	Majors.
90	Captains.
90	First lieutenants.
90	Second lieutenants.
297	Officers.
360	Sergeants.
360	Corporals.
9	Armorers.
9	Drum majors.
90	Drummers.
2,520	Privates.
18	Workmen.
3,366	Total.
75	Artificers, workmen of ordnance
6,391	Rank and file.

NOTE.—To each regiment and battalion a subaltern will be assigned as adjutant, and one as quartermaster, and in all cases where officers of the line are assigned to the staff, their pay in the line is merged in that of the staff, which is in fact but an additional allowance for the extra expense attending such situations.

STAFF.

The chief reduction which is practicable in the staff is that of the purchasing department. It is reduced to one commissary general stationed at Washington, one assistant and two storekeepers at New York and Philadelphia, where all stores purchased for the army will be concentrated, and from whence they will be distributed to the quartermasters of every corps. By abolishing the distinction between the battalion and regimental paymasters, several corps may occasionally, when assembled on one point, be paid by the same officer. The difficulty of finding suitable persons willing to accept of the appointment of surgeons' mates has likewise been the reason for suppressing that rank, and allowing in their steads a certain number of assistant surgeons with the rank and appointment of post surgeons, and abolishing all distinctions of rank and pay between surgeons employed in a post, battalion, or regiment. In small posts the assistant commissaries of subsistence may be charged with the functions of quartermasters.

ARTILLERY.

By uniting the three corps of the ordinance, light artillery, and artillery in one, appointing one general staff at the head of it, and making its officers pass in rotation through the three services, the organization of the army will be rendered more simple, and the instruction of the officers much more complete. The present regiment of light artillery being organized to manœuvre sixty guns, is stronger than our occasions require; being on foot, and performing garrison duty, it cannot practise its peculiar manœuvres, nor qualify itself for the service which it will be called upon to perform in the field. It is therefore proposed to convert it into an additional regiment of foot artillery, which will only be changing its denomination, and to add a company of light artillery to each of the five regiments of artillery. This arm will thus be distributed on the frontier, and by allowing twenty-eight saddle and thirty-two train horses to each company, with ten soldiers of the train to serve them, it will be enabled to manœuvre two pieces at a time, with their caissons.

Two lieutenants and two second lieutenants in each company are more than the service indispensably require. A certain number of officers of this rank can, therefore, always be spared from regimental service, and appointed as assistants in the ordnance department. But it is necessary to maintain some supernumerary captains for this purpose; for, if their number did not pass that of the companies of artillery, it would be impossible to spare a captain of artillery from his company. Lest misapprehension should arise on this subject, it is proper to state that officers of artillery detailed on the ordnance service are exclusively under the control of the ordnance department. The service of the arsenals is to be provided for out of the artillery; and the cannoneers will thus perfect themselves in the composition of fireworks, &c. A single company of ordnance artificers will be retained in peace.

As three or four experienced pointers are sufficient for each piece, it is proposed to form them into a peculiar class, as in Europe. All augmentations or reductions of the artillery will then fall on the matrosses, who can be trained in a few weeks. The proposed organization allows three sergeants, commanding two guns, to each company, (of whom the senior may perform the duties of orderly and quartermaster sergeant,) six corporals, commanding each one gun, three gunners, and six matrosses (the least number that can manœuvre it) to each gun. By raising the force of each company to 100 men, in time of war, the whole corps will be able to manœuvre 90 guns in the field, viz: 30 by the light artillery, and 60 by ten companies of foot; and 900, or even 1,800 guns in forts and batteries, by allowing six cannoniers, or even three, with the aid of the militia, to serve alternately two guns.

INFANTRY.

The proposed organization in the reduction of each regiment to the minimum force, will leave it adapted to the purposes of military service and instruction, by preserving in each corps all its necessary component parts. To execute the modern manœuvres of the field, each battalion must divide itself into two half battalions, four divisions, eight platoons, sixteen sections, and thirty-two squads, exclusive of its flank companies. Experience has pointed

out that, in time of war, its front should not pass 200 files, exclusive of flank companies, lest it become weak and wavering. But it cannot, in peace, be reduced below 128 files, or 64 to a half battalion, 32 to a division, 16 to a platoon, 8 to a section, 4 to a squad, as the various fractions would become too diminutive for any service, if reduced below that number.

The propriety of reducing each regiment to its minimum force, rather than reducing the number of regiments, and making them somewhat stronger, has been chiefly deduced from the following principle, the desire of avoiding to create new regiments, with raw inexperienced officers at their head, in the time of war. Each regiment of the army can be formed into two battalions, equally intermixed with old soldiers at the approach of war, and that by a very simple operation, provided that, some time previously, care may have been taken to augment the number of their officers, and fill up their ranks to a higher complement. Nine regiments, which, on the proposed organization, form only 3,663 men in time of peace, may then be raised to near 16,000 in time of war, without creating new corps—by doubling the number of battalions, and raising their front to 250 files, including the flank companies, and forming them in three ranks. It is therefore evident that the reduction of each regiment of infantry, when formed on this small scale, whilst it makes a very trifling economy for the present, deprives us of the power of forming a large and effective force in time of war.

The mode of doubling the battalion is simply to form a battalion of each half battalion, a division of each platoon, a platoon of each section, &c., and fill up their ranks to the proper number, with a care to place the recruits in the second ranks.

Note.—As this estimate is predicated on the smallest numbers that can perform the requisite manœuvres in the school of company and battalion, and as experience proves that no organization can be kept full, an increase of one-sixth to the rank and file would render the corps at all times efficient and perfect, and would greatly improve the proposed organization.

B.

Present organization of the army of the United States.

CORPS.	Major generals.	Brigadier generals.	Adjutant and inspector general.	Quartermaster general.	Adjutants general.	Inspectors general.	Assistant adjutants general.	Assistant inspectors general.	Deputy quartermasters general.	Assistant deputy quartermasters general.	Topographical engineers.	Assistant topographical engineers.	Paymaster general.	Judge advocates.	Surgeons general.	Post surgeons.	Apothecary general.	Assistant apothecaries.	Commissary general of purchases.	Deputy commissaries of purchases.	Assistant commissaries of issues.	Storekeepers.	Commissary general of supplies.	Chaplains.	Colonels.	Lieutenant colonels.	Majors.	Paymasters.	Surgeons, regimental.	Surgeons' mates, regimental.	Captains.	First lieutenants.	Second lieutenants.	Third lieutenants.	Armorers.	Sergeant majors.	Quartermasters' sergeants.	Principal musicians.	Master mechanics.	Mechanics.	Artificers.	Laborers.	Sergeants.	Corporals.	Musicians.	Privates and matrosses.	Total commissioned.	Total non-commissioned officers, musicians, privates, &c.	Aggregate.
General staff, - -	2	4	1	1	2	2	4	4	2	16	6	4	1	2	1	40	1	2	1	2	6	18	1	1	12	16	18	18	10	19	148	180	190	10	18	10	42	21	3	72	108	121	560	656	328	9,980	727	11,635	12,664
Engineer department,† -											6											*18		1							6	6	6							20							96	-	96
Ordnance department, -																									1	1					10	10	10						*72	*88	*121						32	21	53
Regiment of light artillery,																									1	1	2				10	10	20	10				*3		80							44	-	346
Corps of artillery, -																									4	4	8				32	64	64		8							40	40	20	580	46	765	811
First regiment of infantry,																									1	1	2	1	1	2	10	10	16		1	1	32	1				160	256	128	3,200	176	3,784	3,952
Second regiment do. -																									1	1	1	1	1	2	10	10	10		1	1	1	2				40	40	20	680	37	785	822
Third regiment do. -																									1	1	1	1	1	2	10	10	10		1	1	1	2				40	40	20	680	37	785	822
Fourth regiment do. -																									1	1	1	1	1	2	10	10	10		1	1	1	2				40	40	20	680	37	785	822
Fifth regiment do. -																									1	1	1	1	1	2	10	10	10		1	1	1	2				40	40	20	680	37	785	822
Sixth regiment do. -																									1	1	1	1	1	2	10	10	10		1	1	1	2				40	40	20	680	37	785	822
Seventh regiment do. -																									1	1	1	1	1	2	10	10	10		1	1	1	2				40	40	20	680	37	785	822
Eighth regiment do. -																									1	1	1	1	1	2	10	10	10		1	1	1	2				40	40	20	680	37	785	822
Regiment of riflemen, -																									1	1	1	1	1	2	10	10	10		1	1	1	2				40	40	20	680	37	785	822
Total, - -	2	4	1	1	2	2	4	4	2	16	6	4	1	2	1	40	1	2	1	2	6	18	1	1	12	16	18	18	10	19	148	180	190	10	18	10	42	21	3	72	108	121	560	656	328	9,980	727	11,635	12,664

* The officers, mechanics, artificers, and laborers, of the ordnance, with (*) prefixed, are unlimited by law, and the numbers now in service are assumed as the organization.

† The chief engineer, and senior officer of the corps, is allowed one assistant. The four sergeants, four corporals, four musicians, and eighty men, composing the company of bombardiers, sappers, and miners, attached to the engineers, are, by law, added to the peace establishment of 10,000 rank and file.

ADJUTANT AND INSPECTOR GENERAL'S OFFICE, *December*, 1820.

D. PARKER,
Adjutant and Inspector General.

C.

Abstract from the annual general returns of the army, showing the number of officers, non-commissioned officers, musicians, and privates, in each year, as reported by the latest returns received at this office; together with the academic staff, and cadets of the military school, at West Point.

RETURNS.	Commissioned officers.	Non-commissioned officers, musicians, and privates.	Army aggregate.	Staff of the military academy not of the army.	Cadets of the military academy.	Grand total.
December, 1817,	640	7,581	8,221	8	253	8,482
December, 1818,	644	7,032	7,676	9	231	7,916
December, 1819,	641	8,047	8,688	9	244	8,941
September, 1820,	683	8,469				
As the returns of this year are only rendered for the third quarter, I have to add the recruits of the several rendezvous, and an estimate for those which will be enlisted during the fourth quarter,		885	10,037	8	236	10,281

NOTE.—A division of the aggregates at the close of 1817 and 1818, will give the average strength of the army for 1818, 8,199, and, in like manner, the average strength of the army for 1820 will be 9,611.

Abstract of the recruiting returns, showing the number of men enlisted in each of the following years, viz:

1817,	3,939
1818,	4,238
1819,	4,304
1820,	3,211

The number of recruits for this year is taken from the returns of the three first quarters, and an estimate for the present quarter.

ADJUTANT AND INSPECTOR GENERAL'S OFFICE, *December* 2, 1820.

D. PARKER, *Adjt. and Inspec. Gen.*

Statement of the annual expenses of the army proper, consisting of the following appropriations, viz: pay, subsistence, forage, clothing, bounties and premiums, expenses of recruiting, hospital department, contingencies, quartermaster's department, and military academy, (building excepted,) during the years 1818, 1819, *and to the 30th November*, 1820, *inclusive.*

For the year 1818,	$3,748,445 01
1819,	3,351,363 12
1820,	2,616,526 11

TREASURY DEPARTMENT, SECOND AUDITOR'S OFFICE, *December* 5, 1820.

WILLIAM LEE, *Auditor.*

D.

The expenditure for the army, in 1818,		$3,748,445 01
The expenditure for the army, in 1820, estimated not to exceed,	2,700,000 00	
Add forty per cent. on $537,976 00 (the appropriation for subsistence for 1820) being the estimated difference of the prices of provisions at the time of completing the contracts for the supply of the army in 1818 and 1820,	215,190 40	
Add seven per cent. on $342,145 (the amount of the appropriations for clothing, and for the medical and hospital departments, for 1820,) being the estimated difference of the prices of the articles of those departments in 1818 and 1820,	23,950 15	
Add (excess of recruits in 1818 over 1820,) 1,137 men at $24 per man,	27,288 00	
	2,966,428 55	
Deduct (excess of the aggregate of the army in 1820 over 1818,) 1,412 men at $195 per man,	275,340 00	
The amount that the army in 1818 would have cost, on the basis of the present expenditure, allowing, as above, for diminution of prices since that period, and the excess of recruits made in that year over 1820, and deducting for the excess of the number of men in the latter over the former,		2,691,088 55
		1,057,356 46
Deduct the estimated increased disbursements under the regular heads of appropriation, on account of the Seminole war,		100,000 00
Reduction in consequence of the improved organization,		957,356 46

NOTES.—For other items of expenditure than those in the subsistence, purchasing, and medical and hospital departments, see the body of the report. In addition to the appropriation for the service of the militia, the Seminole war caused an increase of disbursements under some of the regular heads of appropriation, the exact amount of which cannot be ascertained without dissecting most of the accounts of the disbursements in that quarter, during its operation. The principal increase of disbursements was on account of subsistence. It is believed that the sum proposed to be deducted is ample.

The year 1818 is assumed instead of 1817, the year preceding the present organization of the staff of the army. It would have been desirable to have formed the table on the data to be furnished by that year, but, on examination, it was found, that some items of expenditure, growing out of the late war, were so blended with the current expenditure of that year, as to render the separation impossible, without great labor and much time. It is believed, however, that, could the current expenditure of 1817 be ascertained, the result would be not less favorable. It is proper to observe, that, although the act modifying the staff, as it is now organized, passed in April, 1818, it did not go into operation so as to produce any material effect on the disbursements until after the termination of that year.

The full effect of the present organization, it is believed, is not yet experienced; as it requires considerable time to carry into perfect operation a system which comprehends so great an extent of detail. As far as can be judged by the estimates for 1821, the disbursements of that year will show a still more favorable result than that of this year.

E.

A table containing, 1st, the present organization and force of the army; 2d, the proposed organization at its minimum; 3d, the proposed organization raised to its maximum, but without doubling the battalions or augmenting the number of officers; 4th, the maximum to which it can be raised, in case of necessity, by doubling the battalions and officers of infantry.

	PRESENT ORGANIZATION.								PROPOSED ORGANIZATION AT ITS MINIMUM FORCE.					PROPOSED ORGANIZATION AT ITS MAXIMUM.					PROPOSED ORGANIZATION, DOUBLING THE BATTALIONS AND AUGMENTING THE OFFICERS OF INFANTRY.
Artillery officers.	Ordnance corps.	Light artillery, each company.	Light artillery regiment, 10 companies.	Artillery comp. 32.	Artillery battalion, 4.	Total artillery, 4 battalions, 32 companies.	Total of the 3 corps.		Each company of light artillery.	Each company of foot artillery.	Each regiment of artillery, of one company of light and 8 of foot.	Total, including the ordnance department.		Each company of light artillery.	Each company of foot artillery.	Each regiment of artillery, 1 company of light and 8 of foot.	Total, including ordnance.		Observations on the artillery.
OFFICERS.																			
Colonels,	1	-	1	-	-	-	2	-	-	-	-	2	-	-	-	-	2		The artillery cannot, like the infantry, have the number of its officers and companies augmented on a sudden. Its force, when its 45 companies are raised to their maximum, cannot, therefore, be augmented nor pass the number in the last table. The number of matrosses may be increased if absolutely required, but, by recurring to the preceding table, it will be seen that the present 45 companies, at 100 men each, can serve 90 guns in the field and 1800 in forts and batteries.
Lieutenant colonels,	1	-	1	-	1	4	6	-	-	-	1	6	-	-	-	1	6		
Majors,	2	-	1	-	1	4	7	-	-	-	1	7	-	-	-	1	7		
Captains,	10	1	10	1	8	32	52	-	1	1	9	52	-	1	1	9	52		
Lieutenants,	10	1	10	2	16	64	84	-	2	2	18	90	-	2	2	18	90		
2d lieutenants,	10	2	20	2	16	64	94	-	2	2	18	90	-	2	2	18	90		
3d lieutenants,	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Cadets,	-	2	20	-	-	-	20	-	-	-	-	-	-	-	-	-	-		
Total,	44	6	63	5	42	168	275	275	5	5	47	247	247	5	5	47	247	247	
PRIVATES.																			
Sergeant majors,	-	-	1	-	-	-	1												
Quartermaster's sergeant,	-	-	1	1	8	32	33												
Sergeants,	-	4	40	5	40	160	200	-	3	3	27	135	-	4	4	36	180		
Corporals,	-	4	40	8	64	256	296	-	6	6	54	270	-	6	6	54	270		
Artificers,	-	8	80	-	-	-	80	-	-	-	-	-	-	6	6	54	270		
Gunners,	-	-	-	-	-	-	-	-	18	18	162	810	-	18	18	162	810		
Matrosses,	-	58	580	100	800	3,200	3,780	-	36	36	324	1,620	-	60	60	540	2,700		
Drummers and trumpeters,	-	-	-	-	-	-	-	-	1	1		45	-	1	1	9	45		
Musicians,	-	-	22	-	32	128	150												
Armorers and workmen,	-	-	1	-	1	4	5	-	-	-	4	20	-	-	-	4	20		
Work of ordnance,	426	-	-	-	-	-	426	-	-	-	-	75	-	-	-	-	-	} -	It is impossible to anticipate what number may be required of these.
Soldiers of train,	-	-	-	-	-	-	-	-	10	-	10	50	-	-	-	-	-		
Total,	426	74	765	114	945	3,780	4,545*	4,971†	74	64	590	3,025	3,025	95	95	859	4,295	4,295	

*Exclusive of ordnance. †With ordnance.

E.—Continued.

Infantry and riflemen.	PRESENT ORGANIZATION. Each company.	Each regiment.	Total.		PROPOSED ORGANIZATION AT ITS MINIMUM FORCE. Each company.	Each regiment.	Total.		PROPOSED ORGANIZATION AT ITS MAXIMUM. Each company.	Each regiment.	Total.		PROPOSED ORGANIZATION, DOUBLING THE BATTALIONS AND AUGMENTING THE OFFICERS OF INFANTRY. Each company.	Each battalion.	Each regiment.	Total.	
OFFICERS.																	
Colonels,	-	1	9	-	-	1	9	-	-	1	9	-	-	-	1	9	
Lieutenant colonels,	-	1	9	-	-	1	9	-	-	1	9	-	-	1	2	18	
Majors,	-	1	9	-	-	1	9	-	-	1	9	-	-	1	2	18	
Captains,	1	10	90	-	1	10	90	-	1	10	90	-	1	10	20	180	
Lieutenants,	1	10	90	-	1	10	90	-	1	10	90	-	1	10	20	180	
Second lieutenants,	1	10	90	-	1	10	90	-	1	10	90	-	1	10	20	180	
Total,	3	33	297	297	3	33	297	297	3	33	297	297	3	32	65	585	585
PRIVATES.																	
Sergeant majors,	-	1	9														
Quartermaster sergeants,	-	1	9														
Sergeants,	4	40	360	-	4	40	360	-	4	40	360	-	4	40	80	720	
Corporals,	4	40	360	-	4	40	360	-	4	40	360	-	4	40	80	720	
Privates,	68	680	6,120	-	28	280	5,250	-	68	680	6,120	-	68	680	1,360	12,240	
Drummers,	-	-	-	-	1	10	90	-	1	10	90	-	1	10	20	180	
Musicians,	-	22	198														
Armorers, drum majors & regimental workmen,	-	1	9	-	-	4	36	-	-	4	36	-	-	-	5	45	
Total,	76	785	7,065	7,065	37	374	3,366	3,366	77	774	6,966	6,966	77	770	1,545	13,905	13,905
			Privates, 12,036 Officers, 572				Privates, 6,391 Officers, 544				Privates, 11,261 Officers, 544					Privates, 18,200 Officers, 832	
	Front of each battalion.				*Front of each battalion.*				*Front of each battalion.*								
	288 files on two ranks, besides 72 files of flank companies.				128 files on two ranks, besides 32 files of flank companies.				192 files on three ranks, besides 48 files of flank companies.								
	N. B. It is a received principle in tactics, that the force of a battalion should never pass 200 files, exclusive of its flank companies, who act separately.																
	572 officers, 12,036 privates, exclusive of the staff, engineers, and bombardiers.				544 officers, 6,391 privates, exclusive of staff and engineers.				544 officers, 11,261 privates, exclusive of staff, engineers, ordnance workmen, and troops of the artillery train.							832 officers, 18,200 privates, exclusive of staff, engineers, troops of the ordnance, and artillery train.	

F.

Statement showing the saving of expenditure by the proposed organization of the army.

Pay for officers and men, subsistence for officers, forage for officers, and clothing for officers' servants,	$419,702 70
Subsistence department,	194,595 76
Quartermaster's department,	100,000 00
Clothing department,	153,650 00
Bounties, premiums, and recruiting,	25,296 00
Medical department,	11,960 00
Total amount of saving by the proposed organization,	$905,204 46

NOTE.—The estimate of saving is made on the basis of the expenditure for 1820, and on the supposition of the rank and file of the army, under the existing organization and that which is proposed, not being full by one-sixth. Should a reduction be made as proposed, the actual appropriations of the next year, under the various heads, must be determined by the principles which have governed in forming the general estimates for that year, and may differ in some respects from the saving above calculated. As the ranks would be nearly full in the first year after the reduction, some allowance would have to be made on that account.

16th CONGRESS.] No. 198. [2d SESSION.

ILLEGAL PUNISHMENTS INFLICTED ON DESERTERS AND OTHER DELINQUENTS.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, DECEMBER 14, 1820.

SIR: WAR DEPARTMENT, *December* 14, 1820.

In answer to that part of the resolution of the House of Representatives of the 9th instant, requiring this Department to show whether the order given by Colonel King of the fourth infantry, for shooting deserters taken in the fact, was approved by any general officer in the service of the United States, or was known to and passed over in silence by him, as stated in the defence of said Colonel King, I have to enclose an extract of the letter of Major General Jackson on that subject, which was transmitted to the House of Representatives with the copy of the trial of Colonel King, and which is published in the appendix of that trial. This extract contains all the information within the knowledge of this Department on that subject.

In relation to that part of the resolution which requires any information this Department may possess, showing that corporeal punishment has been inflicted on any soldier, whereby he came to his death, I have the honor to state that the only report of that kind which has reached this Department was the case of a soldier at Fort Preble, near Portland, in Maine. Major Brooks, a correct and intelligent officer, commanding that post in September last, reported that the death of a soldier, an habitual drunkard, who had been on a fatigue party under Lieutenant Hobart, and had been confined by him, had caused much excitement among the citizens, who attributed the death of the man to the conduct of Lieutenant Hobart; that the civil authority had taken up the affair for investigation, to which Lieutenant Hobart had readily submitted himself. The report was accompanied with the enclosed certificate of the jury of inquest, as to the correct conduct of Major Brooks, and the other officers of the post, in relation to the transaction. It thus appearing that the affair would undergo an investigation in the district court of the United States, the Department did not think it proper to order a military investigation.

I have the honor to be, with perfect respect, your obedient servant,

J. C. CALHOUN.

To the SPEAKER OF THE HOUSE OF REPRESENTATIVES.

Extract of a letter from Major General Jackson to the Secretary of War, dated

NASHVILLE, *December* 28, 1819.

The proceedings of the general court-martial in the case of Colonel King of the United States' fourth regiment of infantry have been presented to me by the judge advocate of division; but they are herewith submitted to your consideration for approval or disapproval.

The enclosed document, marked No. 1, is a copy of the letters from Colonel King, the receipt of which is acknowledged in my letter to that officer, bearing date the 13th of April, 1819, a copy of which accompanies the proceedings of the court. In that letter I expressed my entire approbation of the conduct of Colonel King during his command in Florida; in doing so, I had reference only to those circumstances mentioned in his letters, and such other official acts as were then within my knowledge.

But, however unwilling I am to detract from the merit of this officer, who I have ever considered one of the most superior of his rank and profession, it is a duty which I owe myself, here to state, that, at the date of his letter, I was entirely ignorant of the order given by Colonel King for shooting deserters taken within the province of Florida, and not until a short time previous to the arrest of Colonel King did I become acquainted with these facts.

I have the honor to be, &c.

ANDREW JACKSON.

The Hon. J. C. CALHOUN.

SIR: PORTLAND, *August* 28, 1820.

The gentlemen composing the late jury of inquest at Fort Preble, sensible of the obligations they are under to you, and to the other officers of the garrison, request you to accept of their unfeigned thanks for the facilities rendered them, and the very gentlemanly and respectful conduct you were pleased to manifest towards them while engaged in the discharge of an arduous, most unpleasant, and painful duty.

For and in behalf of the jury of inquest.

OLIVER BRAY, *Foreman.*
JOHN McLELLAN, *Coroner.*

Major ALEXANDER S. BROOKS.

16th CONGRESS.] No. 199. [2d SESSION.

SYSTEMS OF MARTIAL LAW, AND FIELD SERVICE, AND POLICE.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, DECEMBER 26, 1820.

SIR: DEPARTMENT OF WAR, *December* 22, 1820.

Pursuant to a resolution of the House of Representatives, passed at the last session on the 22d of December, 1819, directing the Secretary of War "to cause to be prepared and laid before the House, at the next session of Congress, a system of martial law, and a system of field service and police for the government of the army of the United States," I have the honor of transmitting herewith a system of field service and police, and a system of martial law; the former prepared under the directions of this Department by Major General Scott, and the latter by Judge Advocate Major Storrow.

I have the honor to be your obedient servant,

J. C. CALHOUN.

Hon. JOHN W. TAYLOR, *Speaker of the House of Representatives.*

HEAD-QUARTERS, FIRST AND THIRD MILITARY DEPARTMENTS,

SIR: ELIZABETHTOWN, N. J., *September* 2, 1818.

I have the honor to enclose herewith the analysis of a work long since projected by me. The accomplishment of some similar design seems an important desideratum in our code of military instruction or legislation. But on this point the analysis, compared with existing regulations, will best speak for itself. I can only say that the formation of it has cost me much study and reflection, aided by the experience of a ten years' service in peace and in war, in the line and in the staff, in the infantry and in the artillery.

When in Europe I collected every work, in French or in English, (not obsolete) on the service, police, discipline, instruction, and administration of an army. These have been carefully read and collated, and, under the sanction of the War Department, I am now ready to compile a book, to correspond with the several articles of the accompanying analysis; taking, as a basis, our own laws, regulations, orders, and practice, as far as the paucity of the materials may suffice.

Should the idea of a Board occur in connexion with this offer, I would beg leave to suggest that joint labors of the literary kind but rarely succeed; and that I have personally a repugnance to that sort of employment, which nothing but a positive order could induce me again to forego. Indeed I am persuaded (and from a personal experience somewhat in point) that, of five individuals of equal qualifications, either might make a better book than the five taken together.

From what is here said, I hope it will not be inferred that I should be unwilling to advise with officers of experience in the several branches of service embraced in my design, should I receive an order to attempt its execution. On the contrary, if my proposition is accepted, I shall be very happy to consult with many gentlemen with whom I have had the good fortune to serve; for example, on the 9th section of the analysis with the present physician and surgeon general, whose hospital I inspected daily for several months in the campaign of 1814.

I foresee that, in the progress of the compilation, I should be tempted, perhaps not infrequently, to propose certain changes in parts of what is laid down above as *the basis* of the projected work; but all such modifications would be carefully submitted for the approval of the Department before I should venture to adopt them.

After writing out all the articles it would be my desire to read them over to you personally; and, if you chose, in the presence of some two or three officers of experience, with a view to objections and explanations. If I should be so fortunate as to pass this ordeal, the work might next be remitted to a committee of Congress for legislative sanction should that be thought necessary, under the thirteenth and sixteenth paragraphs eighth section first article of the constitution. Here the same explanations might be repeated, and should the book be finally ordered to the press, I could then, without neglecting my ordinary duties, superintend the printing of it.

To indemnify the publisher (without limitation of the copy-right) against loss, it would still be necessary for the Department to subscribe for a certain number of copies. According to the present supposition, this would be, it is presumed, a matter of course.

From the best calculation I have been enabled to make, all the articles given in the analysis may be compressed into something less than four hundred 8vo. pages; or into a volume about the size of our Infantry Tactics; but the expense of publication would be less, inasmuch as the proposed work would not require more than five or six engraved plates, and the other has forty.

Under the head of *expense* it remains for me to speak of myself. I should wish to be allowed, whilst employed on the work, the pay, &c. of my brevet rank; that is, the same allowances to which I was entitled whilst in the

command of a department under the original act creating brevet rank. This is the only shape in which I should be willing to receive compensation for what might be termed *extra services*, and in this mode my pride, as an officer, would not be offended; particularly, as I still think (with due deference to the National Legislature) that the rights acquired by brevet officers, under the act of 1812, cannot be taken away except by dismission or disbandment. This, however, is said incidentally, and in explanation of my own personal feelings. The compensation suggested might, no doubt, be granted on other considerations within the discretion of the Department.

Permission to report myself on *extra duty* would be inferred from an acceptance of my general proposition. This would be necessary, as well with a view to the undivided attention which should be given to composition, as, also, to enable me to consult you personally on certain principles and details which might require settling before they were embodied. My absence from these departments can, it is presumed, be easily arranged with the general of the division without prejudice to the service; and by the spring I should hope to be ready to return to New York to my ordinary duties with my manuscript prepared for the press.

Perhaps it might be well to give the titles, &c. of the works from which I should expect to compile; but as this might also seem ostentatious without a more apparent necessity, I will, at present, confine myself to the mention of the two following, which are the principal:

1st. "Législation Militaire, ou recueil méthodique et raisonné des lois, décrets, arrêtés, réglemens, et instructions actuellement [1812] en vigueur, sur toutes les branches de l'état militaire," par Berriat, &c. five large 8vo. volumes, pages 2,509. Notwithstanding the title and the bulk of this manual of the French army, it does not contain, except by reference, a syllable of the *tactique* of the several corps.

2d. "General Regulations and Orders for the army;" edition of 1813; pages 326, in 8vo. The British Manual, like the above, merely refers to the regulations on tactics. In the execution of the work now proposed, similar references would occasionally be necessary.

I doubt not that further study and reflection will enable me to make many necessary retrenchments in and additions to my analysis, and also to render its parts more consecutive. The latter improvement is extremely desirable, as it would enable one, in respect tot he work itself, by an easy reference to what is settled in previous articles, to avoid a multitude of repetitions. But, after all, no labor or combination of talent can render that perfect which is, in its nature, uncertain and miscellaneous. Much may be done, but much will remain to be desired. There are only a very few of the branches of the art of war which have been reduced under the laws of positive science; and not one of those with which I propose to charge myself is of that number.

In such an undertaking literary fame is neither to be promised nor expected; and even the humble praise of usefulness is only to be acquired by great labor and minute attention. Nevertheless, as that usefulness, if attained, would be a perpetual improvement to our army in health, in pride, and in efficiency, and, by consequence, extend the national fame in some future war by the number and the brilliancy of our victories on the land, I should not deem the essay as unworthy of any talents or rank which the country possesses. But far from arrogating to myself any peculiar fitness for the employment, I have constantly wished, since the war left us at leisure, that some other officer, better qualified, might present the army with such a work; and now it is only because others have tacitly declined the service that I offer myself as a volunteer.

With sentiments of the highest respect, I have the honor to remain, sir, your most obedient servant,

WINFIELD SCOTT.

To the Hon. J. C. CALHOUN, *Secretary of War.*

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GENERAL REGULATIONS FOR THE ARMY.

SECTION I.

RANK AND COMMAND.

ARTICLE 1.—*Rank of corps and regiments.*

1. The rank of corps shall be as follows: 1st, the light or horse artillery; 2d, the light dragoons; 3d, other regular cavalry; 4th, the foot artillery, 5th, the infantry; 6th. detachments of the United States' marine corps, serving on land; 7th, the riflemen; 8th, volunteer corps; 9th, militia draughts. In operations near an enemy, the forces will, nevertheless, be drawn up according to the orders of the general or other commanding officer.

2. In any particular corps, regiments will take rank among themselves according to numerical order.

ARTICLE 2.—*Base of discipline.*

1. It is the intention of the Government that there be established in every regiment and corps, and throughout the army, as one corps, a gradual and universal subordination or authority, which, without loss of force, shall be even, mild, and paternal, and which, founded in justice and firmness, shall maintain all subordinates in the strictest observance of duty. It requires that enlisted soldiers shall be treated with particular kindness and humanity; that punishments, sometimes unavoidable, shall be strictly conformable to martial law; and that all in commission shall conduct, direct, and protect inferiors, of every rank, with the cares due to men from whose patriotism, valor, and obedience, they are to expect a part of their own reputation and glory.

2. Under the President of the United States, as commander-in-chief, the following are the grades of army rank: 1st. major general; 2d. brigadier general; 3d. colonel; 4th. lieutenant colonel; 5th. major; 6th. captain; 7th. first lieutenant; 8th. second lieutenant; 9th. third lieutenant; 10th. cornet or ensign; 11th. cadet; 12th. sergeant; 13th. corporal; and the latter shall be superior to all private soldiers, including, under that denomination, private musicians, artificers, and the like.

3. The non-commissioned staff of regiments or battalions shall take rank as follows: 1st. sergeant majors next immediately after cadets; 2d. quartermaster sergeants, trumpet majors, and drum majors, next immediately after sergeant majors.

4. The officers of the general staff, clothed with rank assimilated to lineal rank, as those of the adjutant general's department and several others, will be considered, in respect to rank, on the same footing as if their rank was lineal.

5. In other departments of the general staff, which give not rank assimilated to that of the line, as in the surgeon general's, &c., subordination shall have place in each department according to pay proper; the higher the annual or monthly pay of any officer therein, the higher his rank in his own particular department. And all persons subject to martial law, and not *commissioned*, shall be subordinate to any commissioned officer in the service, whether the officer be or not clothed with lineal rank or rank assimilated thereto.

6. No officer of the staff, not having lineal rank, or rank assimilated thereto, shall command any officer whatever having such rank; but, on the other hand, the whole of the former shall be subordinate to the latter, under the following restrictions: 1st. the commissary general of purchases, the surgeon general, the paymaster general, and the apothecary general, to general officers only; 2d. an assistant surgeon general, and a deputy commissary of purchases, to any officer, not under the rank of colonel; 3d. a judge advocate, a chaplain, and a regimental or battalion paymaster, to any officer not under the rank of major, unless, (in the case of the paymaster) it be the commandant of his regiment or battalion; 4th. an assistant commissary of issues, and a regimental full surgeon, to the orders of any officer not under the rank of captain; 5th; a post surgeon to any officer not under the rank of first lieutenant, unless it be the commandant of his particular post.

7. When several commissioned or non-commissioned officers of the same grade find themselves on duty together, the senior, in either case, shall be the superior.

8. An officer holding a commission from the United States will command all officers of the same grade in the service of the United States, who hold commissions from the particular States, without reference to the dates of commissions: and no such State or militia officer, not actually called into the service of the United States, shall command any part of the United States forces.

9. In all that concerns the good of the service, the Government requires that the superior shall always find in the inferior a passive obedience, and that all orders given shall be executed with alacrity and good faith; but, in prescribing this kind of obedience, it is understood that orders shall not be manifestly against law or reason; and every superior is strictly enjoined not to injure those under him by abusive or unbecoming language, or by capricious or tyrannical conduct.

ARTICLE 3.—*Principles governing the rank of officers.*

1. Questions respecting the rank of officers, arising from the sameness of dates in commissions of the same grade, shall be decided: 1st. by reference to the relative rank of the parties in the regular forces, (including the United States' marine corps,) at the time the present appointments or promotions were made; 2d. by reference to former rank therein, taken away by derangement or disbandment; 3d. by reference to former rank therein given up by resignation; 4th. by lottery.

2. Brevet rank shall take command or effect only in the following cases: 1st. when it renders an officer, present on duty, with a separate command, comprising troops of different corps, the superior thereof; 2d. in the person of every brevet officer on courts composed of officers of different corps; 3d. by special *assignment* made by either the President of the United States, or the general-in-chief of a particular army in the field, whereby a brevet officer may be invested with a separate command, comprising troops of different corps, although not previously on duty with it.

3. By the terms "separate command" shall be understood: 1st. the army, or a particular army in the field; that is, an army, the chief of which is in correspondence with the Executive; 2d. A detachment for temporary or occasional service, that is, a detachment marched beyond the chain of sentinels; 3d. A geographical division or department; 4th. a particular post.

ARTICLE 4.—*Succession in rank.*

1. The Executive will fill *original* vacancies, when created, by selection; *accidental* vacancies, below the rank of brigadier general, by promotion, and according to seniority, except in extraordinary cases.

2. Promotions to commissions in the line, below a captaincy, will be made by regiments; to commissions between those of first lieutenant and brigadier general by corps; and no officer shall succeed to a higher rank, until notified of his advancement thereto by the proper authority.

ARTICLE 5.—*Succession in command.*

1. An officer who supersedes or succeeds to another, in any command whatever, will consider himself precisely in the situation of the predecessor, in respect to previous orders or instructions (not abrogated) relative to the particular command; and the successor, although of an inferior rank, shall be authorized to demand to be put in possession of such orders and instructions, if they exist in writing, or to be informed of their nature and import, if they exist in memory only.

2. A superior officer, marching or passing by or through the command of another, or temporarily halting or sojourning within the limits of the latter, will not supersede him, or interfere with his duties, except on urgent considerations, founded on the good of the service, for the sufficiency of which he will hold himself responsible to the next common commander; and, in the case of not assuming the command, the superior, whilst in the limits of the particular commander, will give to his police regulations, as in the instance of a post, camp, or cantonment, all due respect and support.

3. An officer relieved in a command, although junior to his successor, shall have the right to demand of the latter, written duplicate receipts, setting forth the state and condition of every article of public property, for which the relieved officer was personally responsible, turned over with the command. One of those receipts will be remitted to the proper administrative department, and the other retained in the possession of the officer.

ARTICLE 6.—*Relative rank and precedence of land and sea officers.*

1. The military officers of the land and sea services of the United States shall rank together as follows: 1st. a lieutenant of the navy with captains in the army; 2d. a master commandant with majors; 3d. a captain of the navy, from the date of his commission, with lieutenant colonels; 4th. five years thereafter with colonels; 5th. ten years thereafter with brigadier generals; and 6th. fifteen years after the date of his commission with major generals: But, should there be created in the navy the rank of rear-admiral, then such rank only shall be considered equal to that of major general.

2. Nothing in the preceding paragraph shall authorize a land officer to command any United States' vessel or navy yard, nor any sea officer to command any part of the army on land; neither shall an officer of the one service have a right to *demand* any compliment, on the score of rank, from an officer of the other service.

3. Land troops, *serving* on board a United States' vessel as marines, shall be subject to the orders of the sea officer in command thereof. Other land troops, embarked on board such vessels for transportation merely, will be considered, in respect to the naval commanders, as passengers; subject, nevertheless, to the internal regulations of the vessels.

SECTION II.

MILITARY COMPLIMENTS OR HONORS.

ARTICLE 7.—*Compliments, by individuals, as such.*

1. Courtesy among military men is indispensable to subordination and discipline. The good or the brave officer or soldier is always respectful towards superiors. He feels that in honoring them he does honor to the service and himself. His respect will not then be confined simply to martial obedience, but will be extended to all occasions and all circumstances. Thus it is always the duty of the inferior to *accost*, or to offer first the customary salutation, and of the superior to return such complimentary notice.

2. The salutation among officers in uniform will be made by touching the cap or *chapeau*, without inclination of the head or body; out of uniform, by uncovering the head. In this case the inferior would be the last to recover the head.

3. The non-commissioned staff and sergeants, when in uniform, will, without halting, salute officers as above; out of uniform they would take off the hat or police cap and hold it down by the right side until the officer passes or is passed.

4. Every corporal or private soldier will in general salute officers in like manner; but if the officer be a general, the colonel or other commander of the regiment or post, and the corporal or soldier be in uniform, he would halt, face to, and salute such officer by touching the cap as above, and then remain as under arms for a moment, or until passed. By this form, at the same time the compliment is rendered the individual submits his person to an inspection.

5. Every non-commissioned officer or soldier will, if out of uniform, uncover the head on speaking to or being addressed individually by an officer. If in uniform, the cap would be touched as above, under the same circumstances.

6. A non-commissioned officer or soldier, being seated, and without particular occupation, will rise on the approach of an officer, and make the customary salutation. If standing, it would be proper to turn towards the officer for the same purpose.

7. If the parties remain in the same place, or on the same ground, such compliments would not in general be repeated.

8. The foregoing cases suppose the inferior to be without arms, or with side arms only. With arms in hand, the inferior would, in reporting or on receiving orders addressed to him, individually, bring the sword or firelock to a *recover*.

9. It is required that an officer who calls at head-quarters officially, or calls to make a visit of respect to a superior, shall present himself in uniform, unless the latter has been dispensed with by the chief or superior. If not, an apology or explanation will always be tendered by the inferior who makes such call out of uniform.

Article 8.—*Compliments by guards and sentinels.*

1. A sentinel will *carry arms* to all officers, whether in uniform or not, and *present arms* to his particular *officer of the day*, and to any other officer wearing two epaulettes and a sword. The latter compliment shall be paid to any armed body of men passing near a sentinel.

2. A sentinel, seeing himself approached, will halt, face to his proper front, and bring his firelock to a *support*. From this position he will salute the officer or armed body of men passing near him, if in a direction to be seen without turning the head. A guard shall take the same position and observe the same rule when approached by an officer or an armed body of men entitled to a salute.

3. All guards, except the personal guards of general officers, turn out and present arms to the particular *officer of the day*, or to any general officer with sword and epaulettes, once. On subsequent visits from the same officer, a guard will turn out and stand by its arms.

4. The personal guard of a general will observe a like courtesy towards the general, or any superior general; and as often as passed or visited by an inferior general officer, or the *officer of the day*, it will turn out and stand by its arms.

5. Police guards and others inferior to them will compliment the commandant of the regiment or post, respectively, in the manner prescribed in paragraph above.

6. A guard will turn out and present arms to a new guard or any armed body of men passing in front of it, and if the armed body is marching to music, the drums of the guard will join in the same air.

7. No compliment will be paid by a guard or sentinel between sunset and sunrise; but, during the same period, guards will turn out and stand at shouldered arms on an official visit from the *officer of the day*, a general, or staff officer.

8. The courtesy of the service requires that officers shall acknowledge in a suitable manner all compliments paid to them, whether by individuals, guards, or corps.

9. When a guard presents arms, if it be to the President or Vice President of the United States, the drums shall play a march; if to the Secretary of War or a major general, the drums shall beat two ruffles; if to a brigadier general, one ruffle.

Article 9.—*Compliments by troops under review.*

1. A battalion being in the order of battle, the commander will give the caution—*the battalion will prepare for review;* when the ranks will be opened in the manner prescribed in the Regulations for the Exercise and Manœuvres of Infantry.

2. At the word *march*, the field and staff officers dismount; all the company officers, the colors, and the sergeant between, will advance four paces to the front of the first rank, and place themselves opposite their respective positions in the order of battle; the surgeon's mates, the surgeon, paymaster, quartermaster, and adjutant, will place themselves on the right of the rank of company officers, in the order in which they are here mentioned, at intervals of a pace from each other; the adjutant, who is on the right, will dress this entire rank; at the same time the band (if there be one) will advance through the centre and place itself in one rank midway between the colors and the line, the color guard will replace the colors, and the quartermaster sergeant and sergeant major, in the order of their rank, will place themselves on the right of the front rank of the battalion.

3. The field officers shall superintend the execution of these movements, and, on giving the word *front*, the colonel will place himself eight paces, the lieutenant colonel and majors six paces each, in front of the first rank, opposite their respective places in the order of battle.

4. With a view to an increased front, when the battalion is to be reviewed singly, the division of drummers, with the drum-major on its right, may be formed on the right of the battalion; next, the division of pioneers, with the corporal on its right; and, lastly, the quartermaster sergeant and sergeant major on the right of the whole.

5. In this parade order the battalion will await the approach of the personage who is to review it, for whose guide a camp color will have been placed eighty or one hundred and fifty paces in front of the colors, according to the extent of the line and the plain in front of it.

6. When the reviewing personage is midway between the camp color and the colonel, the latter will face about and command, *battalion, present arms;* resuming immediately his proper front, when the whole will salute, the last motion of the sword to correspond with the last motion of the firelock. The drums or band will beat or play according to the rank of the reviewing personage; if it be the President or Vice President of the United States, a march; if the Secretary of War or a major general, two ruffles; if a brigadier general, one ruffle. The regimental color alone will be dropped to a brigadier general, both colors to the Secretary of War or a major general, and all colors and standards to the President or Vice President of the United States.

7. If the reviewing officer be under the rank of brigadier general, no compliment will be paid by either the colors or music; neither will arms be presented to him if he is inferior in rank to the commandant of the parade. In the latter case he will be received with arms carried.

8. When the reviewing personage has advanced nearly up to the colonel, and the proper compliments are paid, the colonel will bring his sword to a carry, face to the line, and order, *battalion, shoulder arms;* when the whole will remain perfectly steady, except the colonel, who resumes his proper front.

9. The reviewing personage now turns off to the right of the battalion, passes thence in front of all the officers to the left, around the left and behind the rank of file closers to the right again. Whilst he is passing round the

battalion, no matter what his rank, the drums or band will play, and when he turns off to take his station near the camp color, the music will cease.

10. When the music ceases, the colonel will face about and command, *battalion, rear ranks, close order—march.* At the third word, all persons, except the colonel, who are in advance of their proper places in the order of battle, will face about; and, at the word *march*, the whole battalion will return to that order, the proper officers remounting.

11. If a brigade is to be reviewed standing, the battalions composing it will, from the order of battle, assume the parade order as above. The brigadier and his staff, on foot, will place themselves as follows: The first, two paces in front of the rank of colonels, opposite the centre of the brigade, his aid on the right, one pace retired; other brigade staff officers, if field officers in rank, will place themselves in the rank of lieutenant colonels and majors, behind the brigadier; if below that rank, behind him in the rank of company officers. If there are bands of music with the brigade, they will be united with the drums and formed in the intervals between the two battalions. If there be more than two battalions, and no interval in the line behind the brigadier, the music may be placed in any other situation that he may designate.

12. A brigade thus formed will receive the reviewing personage in the same manner that he would be received by a single battalion, with a slight difference in the words of command and the repetition of them, which need not be here noticed.

13. If several brigades are to be reviewed together, or in one line, this further difference will be observed: the reviewing personage, joined by the general of the division on the right of his division, will proceed down the line parallel to its front, and when near the brigadiers, respectively, will be saluted by their brigades in succession. The music of each, after the prescribed salute, will play whilst the reviewing personage is in front or in rear of it, and only then.

14. The reviewing personage having taken a position near the camp-color, previously placed at a proper distance, the colonel, or other commander of the line, will cause the battalion or line to pass in review, as is partially prescribed at the end of section five, of the *regulations for the field exercise and manœuvres of infantry*, to which the following paragraphs, Nos. —— inclusive, will be in the way of addition or explanation.

15. The column will first pass in common time, and afterwards, if required, in quick time, in both instances, with closed ranks; but in passing in quick time no particular salute or compliment will be paid.

16. The line, if consisting of one or more battalions, will break into column of companies, each battalion column having its music headed by the drum-major, six paces in front of the colonel, the pioneers, with the corporal at their head four paces in front of the drum-major; the quartermaster sergeant in a line with the pioneers, two paces from the then reverse flank, and the quartermaster, paymaster, surgeon, and surgeons' mates, in one rank, four paces behind the file closers of the rear-most company.

17. When within six paces of the reviewing personage the adjutant will be dressed in a line with the second division of the battalion column, and the sergeant-major with the last but one, each six paces from the (then) reverse flank.

18. Passing in common time, the colors remaining in the ranks, will, at the distance of six paces, again salute the reviewing personage, according to his rank, and the music will cease playing for the drums to give the prescribed number of rolls or ruffles, when the same march or air will be resumed or continued, as is directed in the regulations above cited. At the same distance the officers will salute as they successively come up. The commander of the column, having saluted, will place himself near the reviewing personage, and remain there until the rear has passed.

19. If the reviewing officer is inferior in rank to the commander of the column, the ruffles or rolls, and the color and sword salutes will be omitted in the passing, as has been directed for the standing review, but the troops would march past—arms carried.

20. When the column has passed it will return to its original ground, and be wheeled up into line. From this position such further exercises and manœuvres will be performed as may be required by the reviewing personage, and according to a card which he will have handed to the commander of the battalion or line.

21. In performing the required manœuvres the camp color, previously placed in front of the parade, shall be the point on and from which they are to be made, although the reviewing personage should be occasionally absent from that point.

22. A number of companies, less than a regiment, would be reviewed as a regiment or battalion, and a single company would be reviewed, the captain, &c. in the same positions, both in the standing and passing salutes, as if the company were with the battalion. But the company would pass in column of platoons or sections, according to the order of the reviewing personage.

Article 10.—*Compliments by the line.*

1. The line will turn out in the order of review, the whole on foot, in uniform, and with side arms only, whenever the President or Vice President of the United States, the Secretary of War, or a general-in-chief, (having under him more than a division of troops) passes along the front of the camp, previous notice being given. The colors, the staff resting on the ground, will be unfurled, each color bearer holding the staff of his color with the right hand. The drums will be piled up behind the colors. The whole, without paying any particular compliment, will remain steady until the personage has passed down to the left of the line, when it will be dismissed.

Article 11.—*Compliments by troops in passing each other.*

1. Columns meeting in route will each incline to its right, and will pass as in review, each paying to the other the highest compliments. The colors of the one will only salute the colors of the other. Officers will salute as they successively come up with the commander of the other column.

2. If there be not space for them to pass each other, the column commanded by the inferior officer will be wheeled up into line on its own side of the way, and in that order will reciprocate the highest salutes, colors only saluting colors, and the officers of the passing column saluting as they successively come up with the colors of the standing line. In the face of the enemy the above compliments will, of course, be dispensed with. Under the latter circumstance corps will take particular care not to cut each other in their movements.

Article 12.—*Compliments by posts, as such.*

1. A salute shall be fired by any military separate post, garnished with long pieces of ordnance, from such ordnance, on a visit from either the President or Vice President of the United States, the Secretary of War, or a

general officer in command, as follows: if the visitor be the President or Vice President the national salute will be fired; if the Secretary of War, a major general in the command of a particular army in the field, or a geographical division or department, the salute will consist of fifteen guns; if a brigadier, in either of those commands, the salute will consist of eleven guns; due notice being given of the intended visit in all cases.

2. In respect to general officers these further limitations will be observed: they will be saluted as above only whilst making the tour of their respective commands, and the same general not oftener than twice a year by the same post.

3. Posts, within gunshot of water, will reciprocate similar salutes, gun for gun, with a ship of war not under the rate of a frigate, in passing, or as soon thereafter as may be agreed upon; but in no case shall the compliment exceed the national salute.

4. If the squadron or ship be American, the inferior, in relative rank, of the two land and sea officers, in the respective commands, will fire first the salute agreed upon.

5. If there be several such posts in sight of, or within six miles of, each other, the principal only shall reciprocate compliments with ships passing.

6. The national salute shall be conformable to the number of States composing the Union; one gun for each State.

7. Salutes shall not be fired from calibers exceeding twelve pounders, if it can be avoided, and an interval of —— seconds will be observed between the guns.

8. The flag of the post, or fort, that fires a salute, and others in sight, will be displayed whilst the salute is firing, and all guards will turn out under arms.

Article 13.—*Compliments to the national anniversary.*

1. On every fourth of July, at —— o'clock, a national salute will be fired at every separate camp and post provided with long guns, when, also, if the weather permits, the troops will be under arms.

2. If there be several camps or posts so near each other that the firing at the one would be confounded with the firing at another, the salutes will be fired successively, observing an interval of ten minutes between them, and beginning at the principal camp or post.

Article 14.—*Honors to the dead.*

1. The commander of any camp or post, on receiving certain intelligence of the death of the President of the United States, shall, on the following day, cause a gun to be fired at every half hour, beginning at sunrise, and ending at sunset. If two or more camps or posts be so situated that the firing at the one would be confounded with the firing at another, that which is commanded by the superior officer will alone fire.

2. Funeral escorts will be composed as follows: for a major general's funeral, a battalion, a squadron, and two pieces of artillery; for a brigadier's, a battalion and one troop; for a colonel's, a battalion; for a lieutenant colonel's, six companies; for a major's, four companies; for a captain's, two companies; for a subaltern's, one company; for a sergeant's, twenty men; for a corporal's, twelve men; and for a private's, eight men; with a suitable allowance of music in each case—the whole escort on foot.

3. The funeral escorts of staff officers not having rank assimilated to lineal rank, will be regulated according to the qualified assimilation contained in paragraph 6, article 2.

4. A funeral escort will be commanded by an officer or non-commissioned officer of the grade of the deceased, or that next below or above such grade, according to the rank of the persons present, but in the case of a deceased private the corporal will command the escort.

5. The pall-bearers, six in number, will be detailed from the grade of the deceased, or from the grade or grades next above or below it.

6. At the funeral of an officer as many in commission of the army, division, brigade, or regiment, according to the rank of the deceased, as can conveniently be spared from other duties, will join in procession, in uniform, and with side arms only. The funeral of a non-commissioned officer or private will be attended, in like manner, by the non-commissioned officers or privates of the regiment or company, according to the rank of the deceased.

7. The escort, at shouldered arms, bayonets unfixed, being in line opposite the tent or quarters of the deceased, will receive the coffin with the highest salute. When it has cleared the right of the escort, the latter will break into open column, left in front, and in that order precede the deceased to the grave. Artillery and cavalry, if a part of the escort, will be preceded by the infantry.

8. Before putting the column in march the commander will cause arms to be reversed, which will be executed by bringing the firelock under the left arm, the butt to the front, the barrel downwards, the muzzle within —— inches of the ground, the left hand sustaining the lock, and the right steadying the firelock behind the back; swords are reversed in a similar manner under the right arm.

9. Persons joining in the procession follow the coffin in the inverse order of their rank, side arms by their sides.

10. The column will be marched to solemn music, and with its pivot flank next to the grave; when opposite, the commander will cause arms to be shouldered, and the line to be formed.

11. When the coffin is brought along the front the escort will salute it as before; and again shoulder arms when it reaches the grave; when the commander will give orders to prime and load.

12. As the coffin is let down the escort, including the artillery, will fire the first round; and a third, or last, at the moment the interment is ended. The column will be re-formed, right in front, and march off to music in quick time.

13. If there be a chaplain to perform divine service, the escort, after saluting at the grave, will *rest on arms*, which is done by placing the muzzle on the left foot, both hands on the butt, the head on the hands, and the right knee a little bent. In this case, the three rounds will be fired after the interment is ended.

14. On the day on which the general-in-chief of an army in the field is interred, a gun will be fired at every half hour, beginning at sunrise, and ending when the procession moves; and the whole line present will be under arms from the commencement of the procession until the interment is ended.

15. When the commander of a regiment falls under its colors, the regimental color will be faced with black crape four inches in width, and so remain for the space of two months.

16. Officers in funeral processions will wear black crape attached to the hilts of their swords. As family mourning, crape will be only worn by officers (when in uniform) around the left arm.

17. The drums of a funeral escort will be covered with black crape or thin black serge.

ARTICLE 15.—*Miscellaneous.*

1. Similar compliments to those which are due to a major general from guards, troops under review, or posts, as such, may be paid to either of the following personages, present by invitation of the commanding officer, to wit: the chiefs of the executive department of the United States' Government not before mentioned; the President *pro tem.* of the United States' Senate; the Speaker of the House of Representatives of the United States; the Chief Justice of the United States; and the Governors of States and Territories, within their respective geographical limits.

2. Any compliment or honor due to officers of the land forces may be paid to naval officers, according to relative rank, by order of the commanding officer.

3. Foreign officers, present by invitation from the general of an army in the field, or the commander of a geographical division or department, may also be complimented, according to relative rank, by guards, troops under review, or posts, by order of such commander.

SECTION III.

INTERIOR ECONOMY OF REGIMENTS AND COMPANIES.

ARTICLE 16.—*Unanimity, or l'esprit du corps.*

1. A spirit of good-will, and even of brotherhood, particularly among the members of the same regiment, is essential to the good of the service, and to establish which the colonel will use the legal power and moral influence belonging to his rank and station. Timely interference to prevent disputes among officers, or to heal them if they should unfortunately arise, advice to the young and the inexperienced, parental reprehensions (in private) of the disorderly, and prompt arrests of the disobedient, are among his surest means of accomplishing those highly important ends, and towards the attainment of which he cannot fail to receive the assistance or support of every well-disposed officer. The general deportment of officers towards juniors or inferiors will also be carefully watched and regulated. If this be cold or harsh on the one hand, or grossly familiar on the other, the harmony and discipline of the corps cannot be maintained. The examples are numerous and brilliant in which the most conciliatory manners have been found perfectly compatible with the exercise of the strictest command; and the officer who does not unite a high degree of moral vigor with that civility which springs from the heart cannot too soon choose another profession, in which imbecility would be less conspicuous, and harshness less wounding and oppressive.

ARTICLE 17.—*Instruction.*

1. The colonel will exert himself to the utmost in the instruction of the entire regiment under him; he will cause it to execute frequently the exercises and movements prescribed for the arm of service to which he belongs, and more particularly those which are most likely to be necessary in the presence of an enemy; he will at those exercises direct the field officers and captains, successively, to give in his presence the words of command, and superintend their execution; he will march the regiment, successively, two, three, four, and five miles, in hot weather, without halting, to accustom it to service under that circumstance; he will establish athletic and encourage all manly exercises (including swimming) among both officers and men; he will cause the latter to be instructed how to clean and preserve their arms, accoutrements, and clothing; to preserve their ammunition; to make cartridges, gabions, and fascines; to form trenches and abattis; to pitch and strike tents; to pack knapsacks; to construct camp ovens and kitchens; to make bread and soups; and, in general, to do every thing necessary to the health, pride, and efficiency of the regiment, with a view to a vigorous campaign.

ARTICLE 18.—*System of responsibility.*

1. The colonel will be responsible to his immediate commander for the good order and efficiency of the regiment, and will himself conform to, and cause to be executed, the military laws, regulations, and orders applicable to his command.

2. In campaign, when the regiment is divided, he will remain with that part the position of which he may judge to be the most important, unless otherwise ordered by his immediate commander.

3. The organization of a regiment in the order of battle will be taken as the basis of its division, with a view to interior police or economy. The lieutenant colonel will be charged with the care of the right wing, and the major of the left, under the supervision of the colonel; and the captains will be immediately responsible to the field officers of their respective wings.

4. Every company will be divided into four squads, and numbered, beginning on the right of the company in the order of battle, and ending on the left, with a non-commissioned officer at the head of each, who will be immediately responsible to one of the lieutenants, among whom the squads will be distributed, as the latter will be to the captain.

5. If there be not a sufficient number of non-commissioned officers with the company to take charge of the squads, exclusive of the first sergeant, (who is never to be put on that duty, nor on any other which takes him from the company,) privates the best qualified will be substituted, as lance corporals.

6. The band will form a separate squad, under its proper chief, who will be immediately responsible to the adjutant; or the musicians will fall into the squads of their respective companies, at the discretion of the colonel.

7. As far as practicable, squads will be kept separate, whether in tents or quarters; and the men of each will be numbered according to their qualifications, in order that the highest in number present may, as lance corporal, command the squad in the absence of the non-commissioned officer habitually charged with the care of it; and the inexperienced soldiers will be mixed with the old.

8. The adjutant, assisted by the sergeant major; the quartermaster, assisted by the quartermaster sergeant; the paymaster, assisted by a non-commissioned officer; and the surgeon, assisted by his mates, will be immediately responsible to the colonel in their respective departments of duty. The surgeon will also be responsible to the field officers of the respective wings, that the sick, in tents or quarters, do not suffer for the want of medical assistance.

ARTICLE 19.—*Appointment of certain commissioned staff officers; appointment and degradation of non-commissioned officers.*

1. Adjutants, quartermasters, and conductors of artillery will be selected by the commander of the regiment or battalion, and announced in orders. These staff appointments will be held during the pleasure of the colonel or other permanent chief, and cannot be vacated at the pleasure of a temporary commander.

2. The appointment of paymasters is reserved to the Executive.

3. It is at all times competent for the commander, when he shall judge that the good of the service requires it, to put an individual of his staff temporarily on lineal duties; that is, when the individual holds rank in the line.

4. In the absence of the permanent staff at head-quarters, a temporary staff may be appointed to *act* as such. So, if two or more companies be serving together without a permanent staff, the commander of the detachment may appoint an *acting* staff.

5. The non-commissioned staff will be selected by the colonel; the non-commissioned officers of companies will also be appointed by him, but on recommendations made by the respective captains, where no strong objection exists to the individuals nominated. In the latter case, other individuals will be offered to the colonel.

6. Every non-commissioned officer will be furnished with a certificate of his rank, signed by the colonel, and countersigned by the adjutant, which will be assimilated, as near as may be, to the commission of an officer.

7. The appointment of every non-commissioned officer will be announced in regimental orders; after which he cannot be degraded, except for incapacity or misconduct proven before a court, and, if found guilty of a slight offence, the punishment shall not exceed reduction to the ranks.

8. As far as practicable, the selection of company sergeants shall be made from the corporals. Appointments to the rank of corporal, or promotions to that of sergeant, may be made from one company into another company of the same regiment, having the approbation of the captain into whose company such transfer is made.

9. No appointment or promotion to the rank of non-commissioned officer shall be made in any company which has at the time its full proportion of non-commissioned officers, according to the number of privates therein, with reference to the legal establishment.

Article 20.—*System for encouraging good conduct by the appointment of lance corporals.*

1. The three officers highest in rank present with the regiment, assisted by the adjutant as secretary, will hold a board on the first day of every other month in the year, for the purpose of considering the pretensions of such privates as may offer themselves in person, or may send in their names for the rank and distinction of lance corporal, which shall be accorded to every private, on satisfactory proof that he has been *active* in the performance of his duties, and exemplary in his general deportment during the preceding six months.

2. This distinction will not change the pay of the individual, nor exempt him from the duties of a private soldier, under which character he will still be borne on all reports and muster-rolls; but it shall give him the command of squads or detachments consisting of privates only, or other lance corporals, his juniors.

3. A lance corporal thus appointed will be announced in orders, and shall wear a distinctive badge, after which other privates or lance corporals, his juniors, shall treat him with the respect due to a corporal, (that is, when he is in command as such,) nor shall he be deprived of his badge, except by the judgment of a court, and if found guilty of a slight offence, the punishment shall not exceed such deprivation.

4. As far as practicable, the selection of corporals will be made from lance corporals.

5. Companies stationed singly at a distance from head-quarters may, by permission of the colonel, hold boards consisting of three officers for the purpose of conferring the rank of lance corporal as above, or the names of applicants may be sent to the regimental board.

Article 21.—*Selection of pioneers.*

1. Intrepidity, strength, and activity, are the qualifications which will be considered the most necessary for pioneers, who will be nominated and put in orders in the manner prescribed for company non-commissioned officers. The colonel will select one of the corporals of the regiment to command them when embodied.

Article 22.—*Selections for flank companies.*

1. Activity, lightness, hardihood, and a spirit of enterprise, are the qualifications to be sought for by the colonel in the selection of light infantry and rifle officers, and men from the mass of the regiment.

2. On a war establishment the flank companies will be kept as nearly complete as practicable. Under the other circumstance, selections will be made to keep them up to the average of the battalion companies present with the colors.

3. In time of peace, the colonel, to avoid jealousies, will, as often as practicable, rather fill the ranks of flank companies by selections from the mass of recruits brought to head-quarters, than by selections from the ranks of the battalion companies.

Article 23.—*Employment of soldiers as clerks, mechanics, and waiters.*

1. As these occupations impair, or derogate from the military character, they are to be strictly limited and watched; and the designation or employment of men, not non-effective in the ranks, as standing or permanent clerks; or the designation of men as permanent mechanics, in cases not expressly provided for, is positively prohibited.

2. If a soldier be required to assist his first sergeant in the clerical business of the company, to excuse him from a tour of military duty the captain will previously obtain the sanction of his own commander, (if he has one present,) and, whether there be a superior present or not, the captain will be responsible that the man so employed does not miss four successive tours of guard duty by reason of such employment.

3. A clerk required by a staff officer, for office business, will be selected, as far as practicable, with the approbation of his captain; or, if required by a general staff officer, with the approbation, in like manner, of the commander next above the captain present.

4. The mechanics found in a regiment may be relieved from ordinary military duty to make, to alter, or to mend soldiers' necessaries; but no soldier shall be so relieved to work for the private benefit of an officer.

5. Captains will cause the men for whose benefit the mechanics have done work to pay for the same at the next pay day, at the rate previously fixed by the council of administration. See par. 6 and 19, art. 41.

6. Work done by soldiers, in the intervals of duty, for the private benefit of officers, will be paid for as soon as finished, at the rate previously and voluntarily agreed upon; and an officer known to have employed a soldier on such work, will be liable to arrest and punishment, as in the case of breach of orders, if he cannot produce a written receipt in full of such payment.

7. Work done by soldiers on necessary furniture for offices and quarters, will not be considered for the private benefit of the officers who use the furniture, if it be reported and registered as the property of the United States.

8. Each company officer, whilst actually with his company, will be allowed to take therefrom one private soldier as a waiter, with the voluntary consent of the latter; and, in the case of a subaltern, with the approbation also of the captain as to the particular man selected. No other officer will be allowed to take a waiter from the line.

9. Occasional *voluntary* services rendered by private soldiers, as waiters, in the *ordinary* intervals of duty, will not be considered as falling under or violating the 6th and 8th paragraphs of this article.

10. Waiters will be exempted from all ordinary duties, excepting one tour of guard duty per month; but their employers will be responsible that they, and also company clerks, fall into their respective companies at all drills, (when not expressly excused by the commanding officer,) at all reviews, musters, and inspections, and as often as a meeting with the enemy is expected.

ARTICLE 24.—*Designation and consolidation of companies.*

1. At the first organization of a regiment or independent battalion, the companies will be designated by letters of the alphabet, giving the first letters to the flank companies, according to the rank of the respective captains, or, if the rank be not settled, by lottery; and the next highest letters of the alphabet to the remaining companies, on the same principle.

2. Designations so given will be as permanent as the regiment or independent battalion. A change in the relative rank of the captains will of course change the positions of the companies in the habitual order of battle, whether the captains be present or not, but will not change the letters of the companies.

3. When any company, serving with the colors, cannot be kept up to the number of thirty privates, the commander will designate a recruiting party, and transfer the remainder of the company to the other companies present. In this case, the captain and the party designated and sent on the recruiting service would retain the letter of the company and the books and papers belonging to it, excepting such papers as ought necessarily to go with the men transferred.

4. On the return to the regiment of a company sent on the recruiting service, the colonel will, if he thinks it expedient, re-transfer to it a part of the old soldiers in lieu of as many recruits.

5. In war the minimum strength of companies, as fixed above, may be changed in any particular army in the field by the commander thereof.

ARTICLE 25.—*Base of interior police and service.*

1. A captain or subaltern, according to the strength of the regiment present, will be detailed daily as *officer of the day*, to watch over the execution of the police of the regiment, whose duties, nevertheless, will not dispense other officers from their habitual attention to similar objects, each within his sphere.

2. A police guard will be detailed daily, having a trumpeter or drummer attached to it, to sound the signals hereinafter prescribed, and such others as may be particularly ordered. See article 50.

3. The commandant of the guard will be immediately responsible to the *officer of the day* for the security of the prisoners in its charge; for the tranquillity of the tents or quarters of the regiment; for their safety from fire; and for the due execution of the signals, &c.

4. There will be daily five stated roll-calls. The result of each, except that made at retreat parade, will be verbally and promptly reported by the first sergeants to their respective captains, and, by the latter, in case of *absence without leave*, or *desertion*, to the adjutant, for the information of the colonel.

5. At the dawn of day a signal or call will be made for the music to repair to the regimental parade, and five minutes after the call the whole will commence the *reveille*, when both officers and men will rise. As soon as the music ceases, the first sergeants will call their rolls in front, (when the weather will permit,) of the tents or quarters of the respective companies, each company being in the habitual order of formation. In bad weather, permission may be given to make the call in tents or quarters, by the chiefs of squads.

6. The rolls being called, the chiefs of squads will immediately cause the men to put their tents or quarters in order; to sweep the space in front of them, (when the weather will permit,) and, in camp, that between the tents and kitchens; to water and feed horses; to dress them; and to clean the stables or ground on which the horses are picketed. At the same time, the commandant of the guard will cause the tents or quarters of the guard to be put in order, and the space around him to be swept, employing for these purposes the prisoners in preference to the guard. The duties mentioned in this paragraph shall be termed *the general fatigue*.

7. The result of this roll-call having been reported, verbally, in the first instance, will afterwards constitute the foundation of the written morning reports of companies, to be handed in to the adjutant before eight o'clock, A. M. after being verified by the signatures of the respective first sergeants and captains. The reports will be consolidated in the next hour by the adjutant, for the information of the colonel, and if the consolidation is to be sent to a higher commander, it will be signed by the adjutant and colonel.

8. Thirty minutes before nine o'clock, A. M., the surgeon's call will be given, when each first sergeant will conduct to the dispensary the sick of the tents or quarters who are able to go thither without prejudice, and, at the same time, hand in to the surgeon a report of all the sick of the company other than those in hospital. The patients who cannot attend at the dispensary will be, immediately after, if not before, visited by the surgeon.

9. The second stated roll-call will be at nine o'clock, A. M, and the third at three o'clock, P. M.; the former immediately preceding breakfast, the latter immediately preceding dinner. For these purposes, the police drum, or trumpet, will sound appropriate signals, which will be immediately answered by the music of the several companies, by *peas on the trencher* for breakfast, and *roast beef* for dinner. At both meals, the roll of each company will be called before commencing, by the first sergeant, if the company mess together, otherwise by the non-commissioned officers of the respective squads, and the result, in case of absentees, promptly reported to the first sergeant. The *officer of the day* will, as often as practicable, make a visit of inspection to the mess-rooms at meal hours.

10. Thirty minutes after *peas on the trencher*, a call will be sounded for the fatigue party daily detailed for that purpose (that is, when the number of prisoners confined in the police guard shall be insufficient) to turn out and sweep the regimental parade, and such other parts of the camp or place as were not swept or cleaned after the *reveille*. This party shall be termed *the daily fatigue*.

11. In cavalry corps there shall be a stable-call forty minutes before noon, for watering, feeding, and dressing horses.

12. For the fourth roll-call or dress parade, a signal will be sounded thirty minutes before sunset for the music to assemble on the regimental parade. At the same time each company will turn out under arms, for inspection by its officers, on its own parade.

13. Ten minutes after that signal, the adjutant's call will be given by the assembled musicians, at which each company will be marched to the regimental parade, and formed in its relative position, *ranks opened, arms ordered*, and standing at ease; the company officers will at the same time march out six paces to the front, face about to the

line, each opposite to his place therein. The parade will be commanded by a field officer, or the senior officer present, who will take post at a suitable distance in front, opposite the centre, and facing the line.

14. The music will be formed in two ranks, on the right of the line, and from the *adjutant's call* to the *retreat* the band, if there be one, will play.

15. Ten minutes before the setting of the sun, the adjutant will order the music to *beat off*, when the whole will commence on the right, beat to left, and back again to their former position, marching along the front in both instances. The *retreat* will be concluded by three rolls, at the first of which the adjutant and company officers will draw swords, and at the last the company officers will face about from the line.

16. When the music ceases, the adjutant, being on the right, will command, 1st. ATTENTION; 2d. *Shoulder* ARMS; 3d. *Right* DRESS. When he sees all the ranks well aligned, he will add, 4th. FRONT; and march along the front to the centre, face to the right, and pass the line of company officers eight or ten paces, come to the right-about, and again command—*Present* ARMS.

17. Seeing this executed, he will face about to the commander, salute, and report, "*Sir, the parade is formed.*" The adjutant will then, on an intimation to that effect, take his station on the left of the commander, a pace retired, and put up sword.

18. The commander will draw sword, after acknowledging the salute of the line, and command, 1st. *Shoulder* ARMS; 2d. *Eyes* RIGHT; 3d. *Eyes* LEFT; 4th. FRONT; and such other exercises as he may think proper; concluding with, *Order* ARMS; *Stand at* EASE.

19. On an intimation to call rolls, the adjutant will draw sword, advance upon the line, halt at a proper distance, and order, 1st. *First sergeants to the front;* 2d. MARCH. At the first word, they will advance arms; at the second, march four paces to the front, and halt; when the adjutant will add, 3d. *Call* ROLLS; at this word, the captains and first sergeants will face to the right-about, and the latter execute the command, each under the inspection of his captain. Both captains and sergeants will then resume their proper fronts.

20. The adjutant will continue, 1st. *First sergeants, inwards*—FACE; 2d. *To the centre*—MARCH. When they meet and close on the centre, (halting as they close,) he adds, 3d. *Front* FACE; 4th. REPORT. At the last word, each in succession, beginning at the right, will bring his firelock to a *recover*, and report distinctly, "all present or accounted for," "one absent," or the like, according to the fact.

21. The adjutant again: 1st. *First sergeants;* 2d. *Outwards* FACE; 3d. *To your posts*—MARCH. At this word, each will resume his place, and order arms. The adjutant will now face to the commander, salute, and report the result of the roll-call; then, on an intimation to that effect, face about to the line, and read such orders as he may have for the purpose, after the caution, *Attention to orders;* when he will put up sword.

22. The reading ended, the adjutant again draws sword, faces to the commander, salutes, and reports; when, on an intimation from the commander, he will again face to the line, and announce "*the parade is dismissed.*" At this, all the officers put up swords; the first sergeants will close ranks, and march off their respective companies; the adjutant places himself in the centre, in the rank of company officers; the latter face inwards, and close on the adjutant; when the senior captain orders, 1st. *Front* FACE; 2d. *Forward* MARCH. When within six or eight paces of the commander, they salute him with the hat, and disperse.

23. When the extent of the line renders it difficult for the flanks to hear the orders read at the centre, the commander may cause the ranks to be closed, and one or two companies on each flank to be thrown forward, before the caution "*attention to orders.*" In this case, the whole will be thrown back into the original parade order, before the annunciation "*the parade is dismissed.*"

24. All company officers will be present at evening parade, unless specially excused, or on some duty incompatible with such attendance.

25. The parade itself may be dispensed with for some special reason, as on account of the weather, or on account of fatigue consequent on a march, or resulting from some particular service.

26. After *retreat*, when the regiment is in quarters, the chiefs of squads will cause the arms to be placed in the arm-racks, with the accoutrements attached to them. At the same hour, when in camp, the arms will be lodged in the bell-tents or bells-of-arms, if the companies are provided with such tents; otherwise, the arms will be secured under the same cover that shelters the men. In camp, when the weather will permit, the arms will be stacked after the general fatigue that follows the *reveille*, and sentinels placed over them, to be furnished by the police guard.

27. Ten minutes after *retreat* or evening parade, a stable-call will be sounded for watering, dressing, and securing horses, and for spreading litter.

28. At a signal given, the music will again be assembled for *tattoo;* after which the rolls will be called the fifth time, as at the *reveille*. As soon as dismissed, the chiefs of squads will cause the lights to be extinguished, when the men will retire to rest, and remain perfectly quiet.

29. The signal for *tattoo* will be sounded at eight o'clock in summer, and at nine o'clock in winter, except for midsummer, when it shall not be given sooner than thirty minutes after the evening parade is dismissed. During the latter period, the signal for the *reveille* shall be made at sunrise.

30. In these regulations the summer will be understood to commence on the 20th of March, and the winter on the 20th of September, each period embracing six months; and midsummer will be understood to embrace that period when the sun is above the horizon at seven o'clock, P. M.

ARTICLE 26.—*Arrests—confinements.*

1. At the head-quarters of the regiment, the commander alone will have the power to order an officer into a state of arrest, except for mutiny, or wilful disobedience of orders, or for some other offence expressly designated, as in the — article of the Rules and Articles of War. Such arrests will be promptly reported to the commander for his approbation.

2. An application for the arrest of an officer, however formal, is not obligatory on the commander. He will exercise a sound discretion on the subject.

3. In ordinary cases, an officer above the rank of captain will be placed in arrest by sealed instructions to that effect, addressed to him. If under the rank of major, he may be placed in arrest by a verbal order, in any case. The sword of an officer in arrest need not be taken from his tent or quarters under ordinary circumstances. The arrest itself will sufficiently deprive him of the use of it.

4. An arrested officer may have larger limits than his tent or quarters assigned him, on written application to that effect, addressed to the commander, at the discretion of the latter.

5. The arrest of an officer, or man serving immediately under another officer, will be promptly reported or notified to the latter by the authority ordering the arrest.

6. Individuals placed in arrest may be released therefrom: 1st, by the commander of the regiment, unless the arrest was ordered by higher authority. 2d. By the commander of the company, under the same restriction; and

further, unless the individual be under guard; in which case the sanction of the authority that detailed the guard would be necessary. 3d. By the commander of the police guard, immediately after guard mounting, in the case of prisoners not confined by virtue of a written charge or accusation, signed by competent authority; the intention of this regulation being, that no individual shall be confined under guard longer than twenty-four hours at the same time, without such charge or accusation. 4th. By due course of trial.

7. On a march, company officers and non-commissioned officers in a state of arrest will follow in the rear of their respective companies, unless otherwise particularly ordered. Field officers and commissioned staff officers, under the same circumstances, will follow in the rear of their respective regiments. Other persons in arrest will be escorted by the police guard, or a detachment from it. This last class of prisoners will march with their coats turned.

8. The arms, &c. of non-commissioned officers and privates in arrest will be deposited with the first sergeant of the company. On a march they may be transported with the baggage of the company.

9. An officer under arrest will not make a visit of etiquette or courtesy to a superior, without express invitation; and in case of business, he would make known his wants by communication in writing.

Article 27.—*Messing.*

1. Bread and soup are the great items of a soldier's diet, in every situation; to make them *well* is, therefore, an essential part of his instruction. Those great scourges of a camp life, the scurvy and diarrhœa, more frequently result from a want of skill in cooking, than from the *badness* of the ration, or from any other cause whatever. Officers in command, and more immediately regimental officers, will therefore give a strict attention to this vital branch of interior economy; with a view to which, as well as to multiply their resources in time of siege or scarcity, they will do well to read the articles "baking," and "bread," in the different Encyclopædias.

2. The colonel will frequently cause the quartermaster or quartermaster sergeant to visit the bakery, and to inspect all the materials of which the soldiers' bread is made. It is also prudent to send occasionally a well qualified man to watch over the process of kneading, to guard against the mixing of cheap but deleterious substances with the dough, as damaged flour, &c.

3. No quartermaster or quartermaster sergeant can be deemed instructed in his duties, until he has followed up, once at least, the whole process of converting a barrel of flour into good bread.

4. A barrel, or 196 pounds of flour, when in dough, holds about 9½ gallons, or eighty pounds of water, 2 gallons yeast, and 3 pounds salt, making a mass of 295 pounds, which evaporates in kneading, baking, and cooling, about 34 pounds, leaving, in bread weighed, when stale, about 262 pounds.

5. The weight and quality of bread will be frequently and carefully verified. Its quality will be judged by color, smell, and, still more, by taste.

6. Bread ought not to be burnt, but baked to an equal brown color. The crust ought not to be detached from the crumb. On opening it, when fresh, one ought to smell a sweet and balsamic odor.

7. In making biscuits or hard bread, the evaporation is about 54 pounds, so that the barrel of flour yields but 182 pounds of biscuits. Double baked bread loses, in like manner, about 95 pounds, and keeps much longer than that which is singly baked.

8. The troops ought not to be allowed to eat soft bread, fresh from the oven, without first toasting it. This process renders it nearly as wholesome and nutritious as stale bread.

9. Fresh meat ought not to be cooked before it has had time to bleed and to cool; and meats will generally be *boiled* with a view to soup; sometimes roasted or baked, but never *fried*.

10. Fresh meat issued to the soldiers in advance, in hot weather, may be preserved by half boiling it; or, if there be not time for that operation, the meat may be kept some twenty-four hours, by previously exposing it for a few minutes to a very thick smoke.

11. To make soup, put into the vessel at the rate of five pints of water to a pound of fresh meat; apply a quick heat to make it boil promptly; skim off the foam, and then moderate the fire; salt is then put in, according to the palate. Add the vegetables of the season one or two hours, and sliced bread some minutes, before the simmering is ended. When the broth is sensibly reduced in quantity, that is, after five or six hours cooking, the process will be complete.

12. If a part of the meat is to be withdrawn before the soup is fully made, the quantity of water will be proportionably less. Hard or dry vegetables will be put in earlier than is above indicated.

13. The choice of water for bread, soup, or for boiling vegetables, is essential. As far as practicable, limpid water, without scent or peculiar taste, and which dissolves soap freely, only will be used. River or rain water is preferable to that of springs, wells, or ponds. Hard or dry vegetables, as pulse, rice, and the like, cannot be well cooked in water that rests on, or passes over, calcareous earths.

14. Vinegar, particularly in hot weather, is essential to the soldiers' mess. Great care will be taken to procure that which is of a good quality, and the surgeons will frequently be consulted on the subject of this article, as on every other interesting to the health of the troops.

15. Messes will be prepared by privates of squads, including private musicians, each taking his tour; and the greatest care will be observed in scouring and washing the utensils employed in cooking. Those made of brass or copper will not be used, unless, in the case of copper, the vessel be well lined with tin.

16. The chiefs of squads, after *peas on the trencher*, will cause the messes of their respective men on guard to be set apart for them, until they are relieved, and send by the cooks the soup, &c. which may be due them after *roast beef*. These attentions will never be omitted in cases not provided for in par. 3, article 50, and par. 4, article 52.

17. The messes of prisoners will be sent to them in a manner similar to the above.

18. The difference between bread and flour being about —— per centum, the troops will bake their own bread as often as practicable, and the saving operated thereby carried to the debit of the post or regimental fund. See par. 11 and 14 inclusive, article 41.

Article 28.—*Dress, personal cleanliness, and neatness.*

1. The uniform of regiments is prescribed in article 65.

2. It is essential to cleanliness and health, that the soldiers should change their linen at least thrice a weak in midsummer, and twice a week, (on Sundays and Thursdays,) during the remainder of the year. See par. 30, article 25.

3. All the parts of the dress will be kept in a state of the greatest neatness possible. Those which are of woollen cloth will not be washed.

4. White cloth clothes will be cleaned in the following manner: extend the garment on a table; sprinkle it with bran very dry, mixed with a little Spanish whiting; rub them in well, and beat the garment with a smooth roll or mallet until the dust disappears; then brush it.

5. Spots of dirt and grease, or stains, will be taken out by the application of pipe clay moistened with saliva from an empty stomach. Scratch the place lightly, when it is dry, and then beat it. If the spot remains, moisten it with a little soap and water, and then wash out the soap.

6. To take out spots of tar, dissolve the tar with fresh butter, and then proceed as in par. 5.

7. Spots on scarlet cloth are removed by the application of lemon juice or vinegar.

8. Buttons will be cleaned with chalk or Spanish whiting, moistened. To protect the cloth during the operation, the buttons will be separated from it by means of a thin board, having a long slit to receive the eyes, terminating in a circular aperture, through which the buttons are passed. Every squad will be provided with two such boards.

9. When on fatigue or police parties, the soldiers will not be permitted to wear their parade dress.

10. Laundresses employed to wash soldiers' clothes will be paid by the piece, according to a rate previously fixed by the council of administration. See par. 6 and 19, article 41.

11. Non-commissioned officers, in command of squads, will be held more immediately responsible that their men strictly observe what is prescribed above, (par. 2 and 9 inclusive,) that they wash their hands and faces daily—habitually, immediately after the *general fatigue;* that they, at the same time, shave themselves (if necessary) and brush or comb their heads; that, afterwards, those who are to go on duty, put their arms, accoutrements, dress, &c., in the best order; and that such as have permission to pass the chain of sentinels are in the dress that may be ordered.

Article 29.—*Roster, or details of service.*

[See article 49.]

Article 30.—*Accoutrements.*

1. Buff or white leather will be cleaned as follows: First method. Take several handfuls of bran, and boil it in water, which afterwards draw off clear; make a paste of pipe clay with this water, and, when cold, apply it to the buff. Second, Take pipe clay and steep it a quarter of an hour in pure water; change the water, and dissolve a sufficient quantity of soap in it. This mixture is recommended for the cleaning of buff or white leather. Third. Clean the buff with a brush dipped in clear water; leave it to dry in the shade; take white lead, steeped at least twenty-four hours in pure water, (several times changed, to deprive the lead of its corrosive quality,) and, by means of a brush, put on as many coats of this whiting as may be necessary, taking care to let each coat dry in the shade before another is added. The whiting should be tempered with water so as not to be too liquid or too thick.

2. Cartouch boxes will be kept polished with varnish or blacking. The former is preferable, as the polish it gives will last several years, if protected by a cover or case, and occasionally aided by the application of a little oil to the inside of the leather.

3. To make blacking, melt a pound of white bees' wax, and add to it about an ounce of gum arabic; pour a part of the wax on an ounce of ivory black, and mix them well together; place the whole on the fire; stir the composition gently until it simmers, then strain and mould it.

4. If white wax cannot be had, yellow may be substituted; but in this case the quantity of gum arabic will be doubled; that is, something less than two ounces will be necessary. When ivory black cannot be had, that procured from grape vines may be substituted.

5. If the cartouch box is new, the entire surface will be scraped, and afterwards rubbed smooth with pummice stone, to receive the blacking, which will be laid on strongly and equally, exposing each coat to a light blaze from a few very dry straws, before another is applied, taking care to warm the wax and not the leather. Each coat of blacking will be rubbed in with a polished bone, or some other hard, smooth substance, and, when the last coat is quite even, polish it with a piece of fine, smooth cork; then, when cold, wipe the surface with a roll of linen, or fine cloth; and, finally, rub it lightly with the palm of the hand, to make it shine.

6. Old boxes, which are greasy, or which refuse a polish, will be scraped with a knife, after exposing them to a blaze, as above, when they will be polished anew.

Article 31.—*Preservation of arms.*

1. Fire-arms are very liable to be damaged, or rendered unfit for service, under the operations of dismounting, cleaning, and re-mounting; to guard against which, with the exception of the flint-screw, not a screw nor a pipe will be moved by the soldier, without express permission from the proper authority; and the non-commissioned officers of squads will be habitually charged with the care of the screw-drivers, ball-screw, and other similar implements, appertaining to the respective squads.

2. If there be an armorer present, he alone will be entrusted to dismount, or take to pieces the lock, or to remount it. A hand-vice will be necessary in this operation, and great care required in the compression of the springs.

3. Anvil dust, well sifted through an old stocking, and moistened with sweet oil, or emery, will be employed to remove rust, and very soft wood for rubbing or polishing. In cases of necessity, brick dust, sifted and moistened with oil, may be substituted for emery or anvil dust.

4. When the barrels of the arms are not brown, great care will be taken, in rubbing them, to prevent bruising or bending. The barrels ought never to be rubbed lengthwise, particularly without being laid flat on a board or table.

5. Brass mountings will be cleaned with fine brick dust moistened with vinegar, and all the parts of the firelock will be carefully wiped after cleaning.

6. The bore of the firelock will at all times, except in exercise, be secured against the weather by means of a tompion. After firings, it will be necessary to wash it out, to wipe it dry, and then to pass a bit of cloth, slightly greased, to the bottom.

7. In these operations, a rod of wood, with a loop in one end, is to be preferred. The ramrod is never to be employed if it can possibly be avoided.

8. The soldier, to secure his firelock against approaching dew or rain, will carefully oil the metallic parts, wiping the oil off when the weather brightens. A rind of fresh pork, without salt, may be well substituted in this operation for a cloth steeped in oil. See par. 26. art. 25.

9. Under the same circumstances, he will place the lock cover or case, made of leather, as a particular security for the lock.

10. With a view to action, it is important that the fixture of the flints should be carefully examined; they will be fixed with a view to *effect* more than to uniformity; thus, it may be frequently necessary to place the flat side up, on account of the relative height of the cock and hammer.

11. The thick end of the flint will always be enveloped in a bit of sheet lead, cut to a shape corresponding with the part of the cock which receives it. After being closely screwed, the cock ought to be let down gently, to ascertain whether the edge of the flint strikes fully and equally the surface of the hammer. The lock will never be *snapped* without express permission. The flint ought to strike at the distance of about a third of the length of the hammer from the top.

12. In firings, the soldier will frequently cast his eye on the flint, and promptly correct any derangement which may take place in its fixture.

13. For exercise, each soldier will keep himself provided with a bit of wood as a substitute for a flint.

14. The following vicious practices, connected with the substance of this article, are not to be permitted or tolerated: using the ramrod to turn the flint-screw; heating the ramrod, under the pretence of enlarging its canal in the lower part of the stock; cutting or filing any part of the stock, under the pretence of making the firelock *tell* or resound in exercise: putting oil on screws which *let into wood* instead of tallow; displacing the butt-plate and the trigger-guard, (they ought to be cleaned on the stock;) polishing the barrel with the ramrod; sticking the bayonet, fixed or unfixed, into the ground; and, finally, all other similar practices which go to injure the firelock or any of its parts.

Article 32.—*Knapsacks and havresacks.*

1. If these be too heavy, the soldier will be fatigued in marching, and encumbered in exercise or action. If they are taken off on approaching the enemy, the loss of them is almost certain, whether he pursues or is pursued. They therefore will be *worn* on such occasions, unless the contrary be expressly ordered by the highest in rank in the field; and, to remedy the other evils or inconveniences, those equipments ought to be light, of a convenient form, and so adapted to the body as to give the least possible fatigue or constraint.

2. Knapsacks, valises, &c. will be carefully and frequently inspected, and, if found on a march to contain any thing beyond the *necessaries* hereinafter mentioned, such excess will be thrown away.

3. The necessaries which will be allowed to each knapsack are as follows: two shirts, a pair of socks or stockings, a handkerchief, a pair of shoes, a blanket, a forage cap, a fatigue apron, a spoon, some blacking, some whiting, a bit of greased cloth, and, in latitudes or seasons in which linen pantaloons are worn, one pair of pantaloons.

4. There will be allowed, in addition, per squad, four brushes, a shaving case, a flask of oil, two button-boards, some cork, and a polisher, (for cartouch boxes,) and four ball screws, to be distributed among the knapsacks of the squad. Knives, combs, and screw-drivers may be carried in knapsacks, but, near the enemy, the screw-drivers ought to be more at hand.

5. The necessaries will be put into the knapsack in such manner that those most in use or first wanted may be at the top. Each garment will be rolled, or folded and compressed into the smallest space. The blanket will be folded to a size corresponding with the flap, and placed between it and the knapsack.

6. Great coats, allowed the troops in certain latitudes, will, when not actually worn, be neatly rolled, (beginning at the collar,) strapped, and buckled on the knapsack, in a uniform manner. Small tin kettles or stewpans will also be buckled on the knapsacks on a march; those of a larger size will be carried in the hand by the privates, in rotation, to prevent injury to the dress or appointments.

7. Havresacks will be strictly confined to their proper destination, to wit: the reception of provisions issued in advance. To prevent blood or grease from injuring the dress through the havresack, the soldier will wrap his meat in cloth, paper, or leaves, and place his bread on the inner side. Havresacks will be frequently washed.

Article 33.—*Colors—Drums.*

1. In the night the colors or standards will always be kept furled, and cased in oilcloth, and also during the day, except when approaching the enemy, at reviews, inspections, and on other occasions of show.

2. In barracks or cantonments they will be lodged in the quarters of the commandant; at all other times, when not carried, a sentinel will be placed over them, with strict instructions to prevent removal, handling, or injury. This sentinel will be furnished by the police guard.

3. Drums, when not slung for *beating*, will be cased, and at all times protected against the weather as far as practicable; at the same time their cords will be slackened.

4. The drummers will be furnished with a piece of sheepskin dressed with the wool on, (the color of the wool to correspond as nearly as may be with that of the pantaloons,) as a guard to the left thigh, and fastened around the waist and at the knee by means of straps and buckles.

5. When in camp, the colors will be planted ten paces in front of the centre of the regiment, and the drums piled up behind them. See par. 11, art. 47.

Article 34.—*Ammunition.*

1. Service ammunition issued to the troops will be charged against them, and, to prevent waste or injury, the boxes will be inspected twice a day, and particularly at evening roll-call. Each man will be made to pay for the rounds expended without orders, or not in the way of duty, or which may be damaged by his neglect. Ammunition will frequently be sunned.

2. After guard dismounting, the arms will be discharged at a target erected for the purpose; and if there be not one, the charges will be drawn, and the powder and ball delivered over to the quartermaster by the non-commissioned officers of the squads or guards.

3. At no time, and under no pretence, are the arms to be left charged when the men are off duty, or not in expectation of an attack, as the most fatal effects would frequently follow a neglect of this injunction.

4. Ammunition used for exercise will be carefully inspected to guard against accidents. This security will be much aided by making up blank cartridges in paper of a color different from that used for service ammunition.

Article 35.—*Marking of public property and of individuals' necessaries.*

1. Arms numbered by the manufacturer may be sufficiently designated by such number, without other marks.

2. United States' horses and draught cattle, in the use of a regiment, or of individual officers, will each be branded with the letters "U. S." on some conspicuous part. The same letters will be placed on public carriages of every description, and on these the number of the regiment will be added to the letters "U. S."

3. Knapsacks, havresacks, water-flasks, (or canteens,) tents, and other camp equipage, will be conspicuously marked with the number of the regiment, the letter of the company, and a *running* number for each description of article. The tents of the field and staff officers will each be similarly marked, with the rank of the occupant.

4. The same marks as in the case of knapsacks will be placed on the *inside* of accoutrements.

5. In charging the foregoing articles of property or of equipment in the proper books, the *marks* will be noted.

6. All soldiers' necessaries will be durably marked, as far as practicable, with the number of the regiment, the letter of the company, and the names of the individuals to whom they appertain.

7. Officers' trunks, cases, portmanteaus, and the like, will also be particularly designated by the names and additions of their owners.

ARTICLE 36.—*Injunctions in respect to standing interior regulations or orders.*

1. No officer in the temporary command of a regiment (or garrison) shall make any interior regulation or standing order, for the government of it, which shall contradict those established by the colonel, (or, in the case of a garrison, the permanent commander,) without the express approbation of the general, or other officer next in command.

2. The same principle will be applied to companies.

ARTICLE 37.—*Books.*

1. SUBDIVISION.

Besides the roster of officers and companies, the adjutant, under the direction of the colonel, and assisted by the sergeant major, will be charged with the keeping of the following books, viz:

1. *General order book.* This will contain the entry of all orders, circular letters, &c. from any authority exterior to the regiment. A proper number of pages at the end of the book will be appropriated to an index, showing the *date* and *purport* of each entry; by whom or what department issued; date of reception and page of entry.

2. *Regimental order book*, for the entry of *regimental* orders, with an index.

3. *Description and succession of officers.* This book will contain the names by rank, of the officers, showing the dates of appointments or promotions; dates and places of birth; dates of first commissions in the army; and to whose vacancy each has succeeded. It will be kept in a regular form, with a column for *remarks*, to show how the officers cease to be members of the regiment. A part of the book will be appropriated to the registry of the non-commissioned officers, according to rank, and an alphabetical index of the names of the whole will be given at the end of the volume.

4. *Description of enlisted soldiers.* This volume will, according to a regular form, embrace the names of all persons in the regiment, other than officers, following the order of enlistments, with the dates and terms of enlistments; from what corps received; ages; description of persons; places of birth; and former trades or occupations. In a column for *remarks* will be noted promotions, internal transfers, and how each man ceases to be a member of the regiment. Index as in number 3.

5. *Letter book*, which will contain entries of all official letters, written by the commanding officer, or by his orders, relative to the matters of this subdivision. Index at the end.

6. *Return book.* This will contain exact copies of all monthly returns, made up at the beginning of each month, for the preceding month, and according to the prescribed form. The book will be printed in blank.

7. *Morning reports.* Apply what is said under No. 6 to this book, substituting *morning reports* for "monthly returns."

8. *Registry of furloughs—that is, of all furloughs.* One part of the book to be appropriated to the officers, and the other part to enlisted soldiers. The entries to give the name of each person to whom leave of absence is granted; by whom; for what period; and the place at which orders may find him; to which will afterwards be added the date of his return to the regiment or duty.

9. *Description of deserters;* to be printed in blank, according to a prescribed form.

10. *Court-martial book;* to contain a correct entry of the proceedings of every regimental court-martial, to be signed by the president thereof, and countersigned by the commander of the regiment, as approved, with a copious index at the end.

11. *Registry of deceased soldiers.* To ensure accuracy and fidelity in the settlements with their relatives, a book of this denomination will be kept, into which will be inserted the name of the soldier; the place, date, and cause of his decease; the amount of his private effects, and the sums due him at the time of decease, in pay proper, and extra pay for public work done according to regulations.

12. *Record book*, will state the period and circumstances of the original formation of the regiment; means by which it has been, from time to time, recruited; stations at which it has been employed; periods of arrival at, and departure from, such stations; the battles, or other military operations, in which it has been engaged; together with any particular achievement; names of officers killed, and the name of any individual, without regard to rank, who may have, in a peculiar manner, distinguished himself on such occasions: the badges, or devices which the regiment may be permitted to bear; any particular alteration in clothing, arms, accoutrements, colors, horse-furniture, and the like, with dates, the alterations which may be made in its *composition*, as the introduction or suppression of flank companies, and the like, and in its *establishment* in respect to legal complement. With a view to historical accuracy, all those entries will be made under the eye of the commander, and, from time to time, attested by him.

13. *Description of horses.* This book will contain a registry of the age, height, color, &c. of the United States' horses in the use of the regiment; the names and residence of the persons of whom purchased; or, if received from other regiments, or some branch of the staff, the *fact* will be specified, together with date of reception. In a column for *remarks* will be shown how each horse is lost or disposed of. This book will not be necessary in foot regiments. The few public horses, &c. employed by them, occasionally, will be registered by the quartermaster.

These thirteen books will be of two widths, or twelve inches for the larger size, and about eight and a half for the smaller; and of two lengths, or seventeen and a half inches for the first, and thirteen inches for the other. Each book will contain a quantity of paper, according to destination.

For security, and the convenience of portage, the thirteen volumes will be put up in a strong case, of suitable dimensions, with spare spaces, and of the following form:

Paper, &c.					Files of papers.		Files of papers.						
1 Say of 4 quires of paper.	2 Say of 3 quires.	4 Say of 6 quires.	6 Say of 2 quires.	Space for blanks, &c.	3 Say of 2 quires.	5 Say of 2 quires.	7 Say of 2 quires.	8 Say of 1 quire.	9 Say of 1 quire.	10 Say of 3 quires.	11 Say of 1 quire.	12 Say of 1½ quires.	13 Say of 1 quire.

The door will be made to turn on hinges at the bottom, and thus serve as a portable desk.
The placing of the figures in the above form shows the length of the books represented by those figures.

2. *Subdivision.*

In a similar manner the quartermaster will be charged with the keeping of the books described in this subdivision. 1st. *An account of clothing.* 2d. *An account of accoutrements, arms, and ammunition.* 3d. *An account of fuel, forage, and contingent disbursements.* 4th. *Account current book*, showing in detail the distribution of all articles of supply made by the quartermaster to the several companies. 5th. *Letter book* No. 2 will be kept in the artillery, by the conductors of artillery. Those books will show how each article is distributed or expended, and the last book will contain entries of all letters written by the commanding officer, or by his orders, relative to those matters.

3. *Subdivision.*

The books to be kept by the paymaster are as follows: 1st. *Account book*, showing the receipt and expenditure of all public money confided to his care. 2d. *Letter book*, to contain entries of all official letters written by the commanding officer, or by his orders, relative to the business of the pay office.

4. *Subdivision.*

For the books to be kept by the surgeon, see article —.

5. *Subdivision.*

The following books will be kept by every commander of a company in the service: 1st. *Memorandum book*, in which each soldier will be debited with the issues made to him, that is, with such articles as he is to account for, by *exhibition*, under the penalty of paying for them, and such as he is, as a matter of course, to pay for by stoppage from his pay. 2d. *The leger*, to be made up in the form of debtor and creditor at the end of every second month in the year, that is, just before every pay day, with a view to a general settlement. All the entries made in the memorandum book will be fully posted in this, which will be kept in two parts; the first appropriated to such issues as the soldier is to pay for, as a matter of course; and the second to those for which he is liable to account in the case of loss or injury by reason of neglect or misconduct. On ascertaining, by the sentence of a court-martial or the admission of the soldier, such loss or injury, the amount in dollars and cents will be carried over to the debtor side of the first part, which will also embrace all other sums the soldier may be so sentenced to pay or refund. Each issue and each settlement will be signed by the soldier, as an acknowledgment of its correctness. 3d. *Order book;* this will contain entries of all orders required to be read to the men, also an account of the men furnished for duty, by detail. 4th. *Description book*, to correspond, in respect to the company, with No. 4, first subdivision. 5th. *Captain's book;* this will exhibit the supplies of every kind which are received from time to time by the commander, on account of the company, balanced as often by abstracts of issues or expenditures taken from the leger. 6th. *Description of horses*, for troops or companies furnished with horses. This book will correspond, in respect to the company, with No. 13, first subdivision.

SECTION IV.

ECONOMY OF DIVISIONS, DEPARTMENTS, AND POSTS.

ARTICLE 38.—*Organization of Departments.*

1. In order to embrace the regular and militia forces of the United States in the service and pay of the General Government, and with a view to the national defence, the President of the United States will from time to time

arrange or designate the limits of geographical commands or departments, to correspond with the several military frontiers and the distribution of the troops.

2. Besides the troops of the line serving therein, there will be assigned to each commander of a geographical division or department a number of general staff officers proportioned to circumstances; but the officers of the corps of engineers, of the ordnance, of the topographical engineers, who may be serving within such division or department, (and also detachments of United States' marines,) and not assigned as above, shall not be diverted from their ordinary or peculiar duties, except in some unforeseen case of public exigency.—See par. 2, art. 5.

3. Besides the inspections made from division head-quarters, the commandant of each department shall, if practicable, (which practicability will always be presumed unless otherwise specially decided by the general of division,) make two circuits of inspection and review yearly, embracing all the posts within his command, unless specially permitted by the said general to substitute, in respect to some of the posts, the assistant inspector general, or some other well qualified officer, having at least the rank of major.

4. The first of these circuits will be made during the three spring months, and the second during the three months of autumn, the objects of which will be to ascertain critically the state of the several bodies of troops, under the heads of discipline, police, instruction, service, and administration, within the command; to ascertain whether the several branches of the administrative departments of the staff under his command, be well executed; to point out on the spot all defects or irregularities under either of the above heads, and, in case the inspecting officer be superior in rank to the delinquent, to cause him to be arrested, or (according to the nature of the case) to give such other orders as may be necessary to correct promptly the defect or neglect observed.

5. If the inspecting officer be junior to the commander of the post or corps where the delinquency in any of the foregoing cases occurs, the commandant of the department will apply the proper remedy on receiving the report of the particular inspection.

6. Other objects of these tours of inspection, whether made from division or department head-quarters, will be to make the commander of the division or department, and the Government, well acquainted with the frontier defences of the command; with the repairs which these may from time to time require; the new works or posts which may be necessary under probable contingencies; the resources of the neighboring country, in subsistence, forage, means of transportation, &c. &c.; and, finally, with the communications and distances between proximate posts by land and water.

7. The terms *police*, *discipline*, *instruction*, *service*, and *administration*, will be understood technically as follows:

8. Police, interior and exterior. 1st. *Interior police:* system of *prevention*, to assure the presence, comfort, healthiness, and efficiency, of the troops or corps. Guards, patrols, fatigues, roll-calls, visits, inspections—are its *means;* and the following may be enumerated, more in detail, among its *objects:* the preparation of the men's messes; the condition of camps, quarters, camp equipage, arms, ammunition, equipments, clothing, and other necessaries in use; the condition or keeping of military horses, &c., their equipments, harness, stables, and forage; the condition of all carriages in the use of the army; the order or condition of hospitals, prisons, arsenals, magazines, storehouses, and sutlers' shops or stalls; and, finally, the condition of the books or papers (which each corps and company ought to possess) containing the regulations, orders, &c. for the government of the troops or army. 2d. *Exterior police* presupposes a state of war, and regards the tranquillity of the camp or post against false alarms; the exclusion of improper persons, as spies; the conduct of suspicious persons, as deserters, the bearers of flags of truce, &c.; and, finally, it regards the safety of the camp or post against *surprises.*

9. Discipline. Correction, or the enforcement of subordination; the award and infliction of punishment consequent on a breach of that subordination, that is, consequent on a neglect or breach of some duty. This strict sense is employed in contradistinction to the general or popular one, which makes *discipline* include also police and instruction.

10. Instruction. This is divided into *theoretical* and *practical.* 1st. By theoretical instruction will here be understood more particularly the study or knowledge of the laws, regulations, and orders, for the government of the army and the regulations of exercise for the different arms of service, as the cavalry, infantry, &c. The scientific instruction and general attainments of the superior officers, engineers, and others, however indispensable or useful, are not within the immediate contemplation of these regulations. 2d. *Practical instruction:* mode of, and dexterity in, executing the several objects of theoretical instruction.

11. The theoretical and practical instruction of both officers and troops will be exemplified to the inspecting officer, in many particulars, by the prescribed reviews and inspections, [see art. 9 and 39,] and he may further require the performance of any of the duties mentioned in par. 1, art. 17; and, in fact, will generally require such performance in respect to field trenches, abattis, gabions, fascines, ovens, and kitchens, (specimens of each may be prepared before the arrival of the inspecting officer, per company,) and also in respect to *tents.* Theoretical instruction, understood as above, and which cannot be practically exemplified (as in the case of abattis, tents, &c.) with convenience, may be put to the test by questions raised for the purpose, touching any prescribed duties under the laws, regulations, &c. for the government of the army or some particular corps thereof, as thus: What is the first duty of an officer commanding a grand guard, after taking up his post? Commanding the escort of a convoy, and being attacked, what would be your dispositions for defence? Who are to be considered prisoners of war? &c. &c. Indeed, it is only by questions of this kind, put to the younger officers promiscuously, that one can be assured, in time of peace, that they have studied those regulations, &c. which are peculiarly applicable to a state of war. But no superior officer shall thus be interrogated by any junior, although the latter may be the particular inspecting officer.

12. *Service.* By this term will be understood, 1st. The *distribution* of duty among the integral parts, or among the individuals of the same army or corps, as by the roster, including the *execution* of the duty; 2d. The assignment of duty according to its nature, as among the several branches of the staff, or among the several arms of service, including its *execution* as above.

13. *Administration*, in its comprehensive sense, will be understood to mean the just direction and economical application or expenditure of the several sums of money appropriated by Congress for the army or military defence of the country on land. These objects are enforced by a good system of responsibility for the several paying or administrative departments, or officers; securing alike fidelity to the troops and to the Government.

Interior administration of corps.—A branch of the above is here more immediately under contemplation. Thus limited, it particularly regards the regularity of payments made to the troops; regularity in issues or supplies of subsistence, clothing, and all other allowances accorded to the troops; and, finally, the *quality* of those articles.

14. A detailed report of each circuit of inspection and review will be made to the adjutant and inspector general of the army, through the general of the division, in the case of the commandant of the department, including all the posts or bodies of troops under the several heads of police, discipline, instruction, service, and administration, also including every thing *new* or important relative to the objects mentioned in par. 6, above.

15. The report of the first circuit will be despatched in time to reach the War Department by the 15th day of the succeeding July, and that of the second circuit by the 15th day of the succeeding January.

16. The customary place for the head-quarters of each department will be designated by the general of the division, and, previous to a tour of review and inspection, the commandant will report to the War Department and to the general of the division the time at which he expects to commence the tour; the order in which he proposes to visit the posts, and the probable time of *arrival* and detention *at* each. He will also take such measures, or leave behind him such instructions that extraordinary communications may reach him with the least delay practicable whilst absent from his habitual head-quarters.

ARTICLE 39.—*Form and course of Inspections, &c.*

1. The inspection of the troops will generally be preceded by a review, the form of which has been prescribed under article 9. The present example embraces a regiment of infantry. The inspecting officer and the field and staff officers will be on foot, that is, in the case of a foot regiment.

2. The battalion being in the order of battle, and all the men of each company standing contiguous to each other, on an intimation from the inspector, the colonel will cause the regiment to break into open column of companies, the right in front, each company entire. He will next order the ranks to be opened, at which the colors and color guard will, under the conduct of the adjutant, be placed ten paces ahead of the column.

3. The colonel, seeing the ranks aligned, will add: *Officers and non-commissioned officers, to the front of your companies*, MARCH; on which the officers will form themselves in one rank eight paces, and the non-commissioned officers in one rank six paces in advance, along the fronts of their respective companies in the order of rank, the highest on the right, and the lowest on the left; the pioneer and music of each company at the same time take post two paces behind the non-commissioned officers.

4. Seeing the last order in train of execution, the colonel will command: *Field and staff, to the front*, MARCH. The commissioned officers thus designated will form themselves in one rank six paces in front of the colors, and in the following order, beginning on the right: Lieutenant colonel, major, adjutant, quartermaster, paymaster, surgeon, surgeon's mates. The non-commissioned staff form themselves in a similar manner, two paces in the rear of the preceding rank. The band, if there be one, will be formed in one rank ten paces in the rear of the column, the chief musician four paces in its front.

5. The colonel will now take post on the right of the lieutenant colonel; but such of the field officers as may be superior in rank to the inspector will not take post as above.

6. The inspection will commence in front. After inspecting the dress and general appearance of the field and commissioned staff under arms, accompanied by these officers, the inspector will pass down the open column, looking at every rank in front and in the rear with a view to the same objects, viz. dress and general appearance under arms.

7. The colonel will now command: *Order arms;* stand at EASE, for the whole column; when the inspector will proceed to make a minute inspection of the several ranks or divisions in succession, commencing in front.

8. On approaching the non-commissioned staff and the band, the adjutant will give the necessary orders for the inspection of boxes. In like manner, in the case of the color guard, &c. he will give the orders for arms, boxes, and knapsacks. To enable the color bearers to display their knapsacks after bringing the colors to an order, (as arms are brought to an order after inspection) they will be planted firm in the ground. This division being inspected, the adjutant may direct the arms to be piled, and the non-commissioned officers to disperse until the colors are to be escorted back to the place from which they were taken. The non-commissioned staff may be dismissed as soon as inspected.

9. As the inspector successively approaches the companies, each captain will command: ATTENTION; *spring* RAMRODS; *shoulder* ARMS; *open* PANS; when the inspector will commence with those of the non-commissioned officers, and go through with the whole company. The captain will then add: *open* BOXES; (see "inspection of arms," *Field Exercise, &c. of Infantry.*)

10. The boxes having been inspected, the captain will next command: ATTENTION; *shoulder* ARMS; *front rank, right about* FACE; *rear rank, close order*—MARCH; *trail* ARMS; *pile* ARMS; *front rank, right about* FACE; *rear rank, open order*—MARCH; *unsling* KNAPSACKS; *stand at* EASE.

11. The knapsacks will be placed at the feet of the men, the flaps from them, with the great coats on the flaps, and the knapsacks leaning forward on the great coats. In this position the inspector will examine the contents of the whole, or of as many as he may think necessary, beginning again with the non-commissioned officers, noticing in passing the tools, &c. of the pioneers, and the drums of the musicians.

12. As the inspector passes the companies, they will successively, under the orders of the respective captains, repack and resling knapsacks, resume their arms, and file off to their tents or quarters, excepting the company that is to re-escort the colors, which will await the further orders of the colonel.

13. In an extensive column some of the rearmost divisions might, after the inspection of dress and general appearance, be permitted to pile arms, awaiting the approach of the inspector. In this case, such divisions would resume the position above supposed before the minute inspection.

14. If the troops are to be mustered with a view to the payment, it will be done after the inspection, when the injunction contained in the latter part of par. 23, art. 44, will be strictly observed. The original or proof-roll of each company by which the muster is made, with the remarks and verifications in the hand-writing of the inspector, will be the check on the duplicates or triplicates to be made out by the captains for the signature of the mustering officer.

15. The inspection of the troops ended, the field and staff will next accompany the inspector to the hospital, magazine, arsenal, quarters, sutler's shop, &c. &c. The captains and subalterns will precede him in his visits to their companies and sections respectively.

16. The hospital is at all times an object of the most particular interest. No neglect or defect under this head will be overlooked or tolerated.

17. The surgeon will show the inspector the wards, the patients, bunks, dispensary, kitchen, &c. &c. The whole will be carefully inspected.

18. On entering the company quarters, the inspector will be received by the men arranged around their chambers, standing. At the word ATTENTION, given by the non-commissioned officer of the squad, the men, if in uniform, will compliment the inspector by the hand salute; if not in uniform, by taking off foraging caps.

19. The inspector will examine the general arrangement of the interior; the bunks and bedding; cooking and table utensils, &c. &c.; and afterwards the exterior neatness of the quarters.

20. The adjutant will cause the sergeant major to exhibit to the inspector the regimental office, or books and papers. In like manner each captain will cause those of the company to be exhibited to the inspector whilst he is making the tour of the quarters.

21. In the inspection of the quarters, &c. as well as in that of the troops under arms, the inspector will make written memoranda on the spot, or cause one of his staff to do so, of every defect or neglect observed, together with any particular excellence that may strike his attention.

22. On these memoranda will be founded the censure or commendation which may afterwards be given in orders; and also the semi-annual confidential report made to the War Department.

23. The commander of every regiment or garrison will make similar inspections of hospitals, magazines, quarters, &c. &c.; also of arms, clothing, &c. monthly, and as much oftener as may be deemed necessary.

24. Captains will do the like on every Sunday morning, and the lieutenants of sections on every Thursday morning, each in regard to his company or section respectively; and the surgeon will make a thorough inspection of his hospital, &c. every Sunday morning.

25. Besides those *inspections*, daily *visits* will be made to the quarters of their men, or patients, by the officers mentioned in the preceding paragraph respectively; and the colonel or other commander will make frequent general *visits* in the course of the month to the men's quarters, the hospital, guard-house, &c. &c.

Article 40.—*Troops in quarters.*

1. The interior police, service, &c. of regiments and companies have been prescribed in section 3, which will apply, as far as it goes, (with a few obvious exceptions,) to garrisons, or other troops in quarters. Under this article will be noticed some circumstances peculiar to the latter; that is, the troops in barracks or cantonment.

2. The chambers in the same building, or set of buildings, will be numbered in the same series, and the numbers inscribed on the outer doors.

3. The name of each soldier will be labelled on his bunk, in the place the most apparent, and the number which he bears in his squad (see par. 3, art. 35) placed against his firelock and accoutrements. The arms and accoutrements of non-commissioned officers will, in like manner, be designated by the rank and name of each.

4. Fire-arms will be habitually placed (the cock let down, and the bayonet in its scabbard) in the arm-racks; the accoutrements suspended over the firelocks; swords hung by the belts, on pegs.

5. The knapsack of each man will be placed on the lower shelf, at the foot of his bunk, ready to be slung and charged with his effects, excepting such as are habitually in use. The latter will be arranged and placed as follows: The great coat, rolled and strapped, on the same shelf; the coat and vest folded, wrong side out, under the knapsack; the cap in its labelled case, on the second or upper shelf; shoes, after being well cleaned and tied together, soles out, hung on a peg over the bolster.

6. Dirty linen, &c. will generally be kept in an appropriate part of the knapsack; the men not to be allowed to put any article whatever under the bedding.

7. Cooking and table utensils, after being well cleaned, will be arranged in closets or recesses. Blacking, whiting, and brushes, will be placed as much out of sight as practicable, the whiting pot well covered. When there is a necessity of keeping a supply of fuel in the chambers, it will be put in boxes near the fire-places.

8. Bread will be placed on shelves prepared for the purpose. Fresh meat hung out at the back windows on hooks, but not in the sun.

9. When circumstances do not permit a strict observance of the foregoing dispositions the *spirit* of them will be adhered to, in order to establish a convenient uniformity in all the chambers; uniformity, which facilitates inspections, favors neatness and comfort, and enables the men to find promptly all their equipments and effects. Accordingly, as often as the troops change quarters, a chamber will be established as a model for the others.

10. Unless under special circumstances, Saturdays will be more particularly appropriated to police. The chiefs of squads will cause bunks and bedding to be overhauled; floors to be washed, sanded, or scoured, according to orders; tables and benches to be scoured; arms to be cleaned; accoutrements to be whitened and polished; and every thing else to be put into the most exact state of order and neatness.

Article 41.—*Sutlers—Council of administration.*

1. The comfort or well-being of the troops, particularly of those at remote stations, and the honor of the service, require that the business of suttling should receive a character of permanency, fairness, and respectability which heretofore it has but infrequently possessed. In this view it is proper to give to sutlers a definite and respectable rank, and to subject their business to fixed and uniform regulations, in order to secure competent supplies of necessaries for both officers and men; fairness of dealing with the latter; a moderate but certain profit to the sutler, and a freedom from imputed *secret interest* on the part of those who supervise this important branch of interior economy.

2. Accordingly, there shall be one sutler for every military post, who shall have the exclusive privilege of suttling with the troops thereof, and (to cause him to be respected by the enlisted soldiers) a rank assimilated to that of cadet; but the said rank not to entitle him to pay or emolument in any shape as cadet, nor subject him to be commanded beyond the immediate line of his duties, nor to entitle him to command except in defence of his person or property.

3. The appointment of sutlers will be made by the Secretary of War on such recommendations as he may deem sufficient; but in case of non-appointment, accidental vacancy, or suspension, the commanding officer of the post may appoint. Such appointment to be immediately reported to the Secretary of War, and to remain valid until his pleasure be made known thereupon.

4. Every sutler shall hold his appointment during the pleasure of the Secretary of War, for the time being; but besides his amenability to a general court-martial, for capital offences, he may be suspended or wholly dismissed from the privilege of suttling, by the sentence of a garrison or regimental court-martial, duly approved by the officer ordering the court, on proof of a violation of any of the provisions contained in this article, or other conduct prejudicial to the troops, or to good order and military discipline; the punishment to be, suspension or dismission, according to the nature and degree of the offence; to which may be superadded, in the case of conviction for conduct highly prejudicial to the troops, a fine, not exceeding twenty-five cents, for every enlisted soldier at the post, and imprisonment until the fine be paid.

5. For the exclusive privilege accorded to the sutler above, he shall be assessed, and held to pay at the end of every two months, or oftener, as may be determined by the council of administration hereinafter mentioned, at the rate of not less than ten cents, and not more than fifteen cents per month for every officer and enlisted soldier serving at the post; the monthly average number of such persons to be determined equitably by the said council.

6. For the purpose of carrying the provisions of this article into effect, and such others as may be prescribed, the commander of the post shall, from time to time, but at least once in every two months, call a *council of administration*, to consist of the three individuals next in rank to himself, and a *fourth* to act as secretary; which coun-

cil shall cause its secretary to minute in a book, to be kept for the purpose, its proceedings and transactions, to be submitted to the commanding officer for his approval or disapproval, and orders or remarks thereupon.

7. If there be not a sufficient number of officers, under the commander, to constitute the council, senior non-commissioned officers may be substituted to make up the deficiency.

8. If the commanding officer approves the acts and decisions of the council, the general result will be published in orders for the government of all persons concerned. If he disapproves and sends back the proceedings, and the council, after giving due weight to his objections, shall unanimously adhere to the first decision or decisions, the same shall be considered as final, and be published in orders, as in the case of approval by the commanding officer.

9. The secretary of each meeting, after entering the whole proceedings of the council in the council book, together with the final order of the commanding officer thereupon, will deposite the book with the latter. The proceedings, &c. will be authenticated by the signature of the president and secretary of the council. In like manner the approval, or objections of the commanding officer, entered in the book, will be signed by his own hand.

10. The council shall have power, from time to time, to prescribe the quantity and kind of clothing, small equipments, or soldiers' necessaries, groceries, &c. &c. which the sutler may be held bound to keep on hand, to supply the probable wants of the officers and men at the post; to examine the sutler's books and papers, and, on actual inspection, to fix the tariff, or prices of the said goods, or commodities; to inspect the sutler's weights, measures, &c. &c.

11. The assessments and fines imposed on, and collected of, the sutler, under paragraphs 4 and 5 above, shall constitute the basis of what shall be called the *post fund*, which fund shall be under the exclusive administration of the council.

12. The money will be collected by, and held in the hands of, a treasurer, who shall be the paymaster, if there be one at the post; otherwise some discreet officer to be appointed by the commander.

13. The treasurer shall open an account with the fund, subject to the inspections of the commander and the council, and make payments, or purchases, on the warrants of the commander; which warrants shall only be drawn in pursuance to specific resolves or decisions of the council.

14. The following are the objects to which the fund will be more immediately held pledged, and in the order in which they are mentioned. 1st. Immediate relief to indigent widows and orphans of officers or soldiers. 2d. Immediate relief to deranged or decayed officers, or to infirm or disabled soldiers, discharged under circumstances which may not entitle them to pensions from the Government. 3d. The education of soldiers' children at the post school. 4th. The purchase of books, &c. for a library, one section of which to be adapted to the wants of the enlisted men. 5th. The maintenance of a *post* band, &c. &c.

15. The tariff fixed, as above, shall be hung up in some conspicuous place, in the sutler's shop or stall, for the information of all concerned. The prices, so limited, shall not be exceeded; neither shall the sutler make any difference, as to price, between the officers and enlisted men, either on *cash* or *credit* sales.

16. The sutler shall not *credit* any enlisted soldier, within the same month, (as January, February, &c.) to an amount exceeding one-half of his monthly pay, without the express sanction, in writing, of the man's company commander; neither shall he *sell*, or give, to any enlisted soldier, even the smallest quantity of distilled, vinous, or fermented liquor, without such sanction.

17. The consideration payable under paragraph 5, being a highly valuable one, the commanding officer will lend his authority, as often as may be necessary, to protect, within his local command, the exclusive privilege so purchased by the sutler; and no further tax or burthen, in any shape, beyond what is herein authorized, will be imposed on him. Accordingly, if there be a suitable spare building at the post it shall be freely accorded to the sutler. If there be no such house, he will be freely allowed to erect one suitable to his purposes.

18. In consideration of the premises it is also proper that every facility should be afforded to the sutler in the collection of the just debts contracted to him, within the limitations of this article. Accordingly the paymaster, when about to make payments to the troops, will always notify the sutler in order that he may take his place at the pay-table with his books or accounts; and at least one officer per company will be held bound to attend the pay-table, if practicable, on a like notice from the paymaster.

19. If the soldier admits the amount demanded by the sutler to be just, it will be handed to the latter as a matter of course by the paymaster, and deducted from the pay of the soldier. If the account be disputed, the sutler shall be required to produce the due bill, or written acknowledgment of the soldier, duly attested, which shall be sufficient, *as to the then settlement.* But the company officer and paymaster will be required to see that the stoppages on account of Government be first made; next the just accounts of laundresses presented and resting on equal evidence to that required in the case of the sutler (see par. 10, art. 28.) The accounts of tailors, &c. (see par. 5, art. 25,) would follow those of the sutler.

20. The foregoing stoppages, except those on account of Government, need not be noted on the pay and receipt rolls; it will be sufficient that the soldier gives to the paymaster a receipt in full that his creditors above mentioned be satisfied; that he receives a proper acquittance on account of those payments, and that he receives the balance, if any, of his pay; the whole settlement being made openly and under the guardianship of his officer.

21. If the troops be removed, or a part of them detached from the post, leaving unsatisfied debts due to the sutler, he, or his agent, shall, on demand, be admitted to the pay-table at the next settlement with all such men, and with the same right, &c. as in par. 20.

22. If an individual leaves the post on furlough or on command, the commanding officer of his company will note on the descriptive roll the amount demanded by, and which may appear to be due to, the sutler, in order that the same may be stopped by the paymaster making the next payment, in case the soldier should be settled with whilst absent from the post. In such case the paymaster shall make the stoppage, and transmit the amount to the sutler.

23. In the case of the death or desertion of any enlisted soldier, at the time a debtor to the sutler, the latter would submit his demand to the council of administration, whose duty it shall be, in every such case, to receive and audit the account, and if satisfied, on unequivocal evidence, that the debt was justly due, at the time of the death or desertion, the said council shall certify accordingly.

24. Such accounts, so certified, and made out by company, and transmitted by the sutler to the paymaster general, shall entitle him to receive from the latter the amount ascertained, out of any arrears due to the deceased or the deserters, at the time of decease or desertion, without waiting, in the case of deceased soldiers, for the ordinary process of administration in a civil court.

25. If the troops at the post consist of detached companies, and the companies are about to be separated, that is, one or more to be removed to another post, and one or more to remain, it shall be the duty of the commander, previously, to call a council of administration to make an equitable distribution of the post fund remaining un-

expended. In this case he would detail senior officers to compose the council, so that its members might fairly represent the whole.

26. If all the companies are to be detached, and to *different* posts, a similar course would be pursued, not only in respect to the post fund unexpended, but also as to the objects purchased out of the fund, as the library, instruments of music, and the like.

27. In this article mention has heretofore only been made of the connexion between sutlers and troops serving *at posts*, whether in regiment, detached companies, or parts of companies. But it is also necessary to provide for the connexion of a sutler with a *regiment*, whilst the latter is on marches in the interior, or during a campaign, or whilst on board transports.

28. Accordingly, a sutler appointed to a regiment would be permitted to follow its head-quarters, generally, under any of the circumstances above supposed; to all of which the provisions of this article would be extended, substituting *regiment* (or *regimental*) for the word "post," as often as the latter occurs, except in paragraphs 26 and 27, which are not intended to apply to a regiment, under any circumstances. See article 59.

Article 42.—*Assembly—Inspection and parade of guards.*

1. All guards will be turned off at noon, except when a different hour is appointed by the commander of the army, troops, or post, on account of the heat of the weather, or some other special reason.

2. Thirty minutes before that hour a signal will be made for the details to turn out, when the men from each company will be inspected by the first sergeant, under the superintendence of an officer of the company.

3. Ten minutes after the preceding signal a second will be sounded, at which the first sergeants will conduct the company details to the regimental parade, each detachment for the same guard taking post on the left of that which preceded it, (under the direction of the adjutant,) in open order, arms shouldered and bayonets fixed. The adjutant, as he successively accepts the detachments, will dismiss the supernumerary men under the conduct of the respective first sergeants.

4. The guards are either organized on the regimental (or garrison) parade, or, according to the nature of the case, partly on that and partly on the grand parade. In the latter case, the senior officer of the details or guards furnished by each regiment, and intended for the grand parade, will conduct them *from* the regimental parade. On arriving at the grand parade, each detachment will take post in the order above prescribed, under the direction of the staff officer from head-quarters, or his assistant, the *adjutant of the day*.

5. *The adjutant of the day* will accompany the details of his regiment to the grand parade, and will be replaced on his own parade by the second officer of the new police guard, if there be two; by the commander, if there be but one; and if there be no officer of that guard, by the sergeant-major of the regiment. The regiment that furnishes the *adjutant of the day* will also furnish the music for the grand parade.

6. The *officer of the day* will always be present at guard mounting; no other, except a general officer, will interfere with, or give any order on the parade, to the staff officer on duty there. The commander of the troops, (or garrison,) though under the rank of general, is, of course, an exception to this rule.

7. The following form regards, more particularly, the grand parade. With a few obvious variations, it will equally apply to the regimental parade.

8. When the detachments or guards open ranks, the officers of them take post twelve paces in front of the centre, in one rank, in the order of seniority, and with swords drawn; the sergeants in one rank, four paces in the rear of the officers; the corporals in another rank, four paces in the rear of the sergeants.

9. The *adjutant of the day* will dress the line, count the files, verify the details by reference to the written orders, and tell off the guards, whilst the other staff officer appoints the officers and non-commissioned officers to the several guards, and designates the posts which they are to occupy. The larger guards, if necessary, may be told off into platoons.

10. The staff officer will next command: *officers and non-commissioned officers—outwards* FACE: *inspect your guards*, MARCH. The two highest in rank, of each guard, will divide the ranks between them, accompanied by the other officers, &c. The commander of each guard will give the necessary words of command for the inspection of arms and boxes. See par. 9, art. 39.

11. The inspection ended, the officers and non-commissioned officers take post, considering each guard as a company of a battalion, in open order, under review.

12. The staff officer will now command: *the troop*, BEAT OFF; when the music will pass down the line to the left, and back to the right; it will then cease to play, and resume its position. The last command will be the signal at which the new *officer of the day* will take up his position, at a suitable distance in the front of the parade, having the *old officer of the day* on his right, or *reverse* side, a pace retired.

13. The staff officer will continue—*attention; shoulder* ARMS: *rear ranks, close order*, MARCH: *present* ARMS; at which word he will face to the new *officer of the day*, drop sword and report, "Sir, the guards are ready to receive your orders." The *new officer of the day*, after acknowledging the salute, will direct the staff officer what is next to be done. But, if the staff officer should be senior to the *officer of the day*, he would report without saluting with the sword, and immediately retire. In this case the *adjutant of the day* would be instructed to give the orders contained in the following paragraph, or the *officer of the day* would give them himself.

14. The guards having performed such exercises as were required by the *officer of the day*, the staff officer will again command: *guards, (or platoons) right wheel*, MARCH: *column support*, ARMS: *forward, guide to the right*, MARCH; when the whole will pass the officer of the day, in the manner prescribed for passing in review, in common time, (par. 18, art. 9,) the staff officer (if still present on duty) marching on the (then) reverse flank of the first division, and the *adjutant of the day* on that of the last division, or, in the absence of the staff officer, the *adjutant of the day* would be dressed on the first division.

15. When the column has passed the guards break off under their respective commanders, and take the route to the several posts assigned them, at the same time the two staff officers break off, or the remaining one breaks off; the music ceases, and the old *officer of the day* salutes and gives the old or standing instructions to him who relieves him. See par. 1, art. 5.

16. Guards which are assigned to new posts will be conducted to and established in them by the *officer of the day*, and the staff officer or officers detached from head-quarters for the purpose.

17. In bad weather the ceremony of *turning off* guards on the usual parades may be dispensed with by the *officers of the day* respectively, and the inspections be made under shelter. Also, in the case of guards which may have to mount in the night, or at the close of the day, after fatiguing marches, the ceremony of *turning off* will be dispensed with, but that of *inspection* never.

ARTICLE 43.—*Service of guards on their posts.*

1. Every guard will be superintended by the *officer of the day* under whom it mounts, who will visit the guard and its sentinels once before sunset, and again between midnight and day-break, and as much oftener as may be necessary, or may be required. With a view to this superintendence, the *officer of the day* will always call at the proper head-quarters for new instructions immediately before guard mounting, and he will give particular instructions to the commanders of the guards under him, where he may probably be found at any time during the twenty-four hours.

2. Habitually, guards will be relieved daily, and sentinels every two hours. Each guard will be divided into three or more reliefs, according to its strength, or the number of sentinels to be furnished; and the service equalized among the reliefs according to the principle, *the longest off post, the first on.*

3. In freezing weather, and also near the enemy, sentinels may be relieved hourly or oftener. Frequent reliefs will serve the purpose of patroles, and also to keep the men more on their feet, and on the alert, when near the enemy.

4. The commander of the guard, as soon after arriving at his post as practicable, will cause a roll to be made of the guard, by reliefs, and, in detaching a relief, will designate the post that each sentinel is to occupy, which posts will be numbered. The most steady and experienced will be placed over the arms, (that is, at the body of the guard,) and at the remote points; the others in the intermediate or neighboring posts, so that they may be more under the instructions of the officers, &c.

5. No sentinel will be posted so distant as not to leave the guard the power of hearing him, either directly, or through the intermediate sentinels.

6. Before a relief marches, it will be presented to the commander of the guard, who will assure himself that the arms are well loaded and primed, and the flints well fixed. These precautions will be particularly attended to during the night, and, if near the enemy, in the day time also.

7. A guard will turn out under arms for inspection and roll-call as often as a relief is detached, and remain formed until the old relief returns.

8. The *relief corporal* will, on returning to the guard, present the old sentinels to the commander, and render an account of every thing material that has occurred during the relief. A similar course will be observed by the commander of a patrol.

9. A sentinel on post will always keep himself very much on the alert, observing every thing that takes place within the reach of his sight or hearing. He will never quit his arms, but move about briskly on the walk assigned him, and occupy himself solely with his duties, without noise and without speaking, except when necessary.

10. He will habitually carry his firelock supported, the bayonet fixed. In wet weather, if there be no sentry box, he will *secure firelock.*

11. He will not suffer himself to be relieved except by the *relief corporal*, or some other superior of his guard, or by some officer of the army whom he well knows to be such.

12. If a quarrel or other disorder happens near him, he will call out "*the guard,*" which being repeated up to the guard by the intermediate sentinels, the commander will send a non-commissioned officer with several men to enforce order. If a fire breaks out, he will cry "*fire.*"

13. If, in either of the foregoing cases, the disorder or danger is great, and the sentinel is remote from the guard, he will first discharge his firelock in the air, and then call out as above.

14. A sentinel, who, under some urgent necessity, wishes to be relieved for a few minutes, or before the regular hour, will call out "*relief corporal,*" when the latter, with a sentinel, will be sent to relieve him.

15. The sentinel placed over the arms, that is, *at the body of the guard*, when he sees a guard or other detachment, a general or other officer entitled to a complimentary notice, approaching, will call, "*turn out the guard.*" For the compliments to be paid by guards, see article 8.

16. A sentinel placed over the colors will suffer no person whatever, under the rank of officer, to touch them, unless it be the color-bearers of the regiment, or a non-commissioned officer of the sentinel's guard.

17. If placed over a stack of arms, he will suffer no person to touch them, except by order of some officer, or a non-commissioned officer of the guard.

18. If placed over prisoners, he will suffer no person whatever, under the rank of officer, to communicate with them, unless it be a non-commissioned officer of the guard; nor will he suffer the prisoners to leave their place of confinement. If necessary, he will in either case call out "*post corporal.*"

19. Placed over a magazine or arsenal, or over supplies of any kind, he will call for the *post corporal*, if any person under the rank of officer wishes to enter the former, or to touch the latter.

20. The commander of the guard will not suffer his men to take off their accoutrements, or wander more than twenty paces from the post. Water and other necessaries will be sent for by a non-commissioned officer and some men, with arms, if near the enemy.

21. During the day, the reliefs off post may be permitted to rest themselves as much as may consist with safety, but during the night no individual will be suffered to lie down or to sleep on any account, if near the enemy, nor at any other time, unless it be expressly permitted by the *officer of the day.*

22. The commander of the guard will, in person, occasionally visit his sentinels during the twenty-four hours, and between the reliefs they will generally be visited by a patrol consisting of an officer, if there be two on the guard, otherwise a non-commissioned officer; and, in either case, a file of men, to make the sentinels repeat their instructions; to correct the instructions if they be defective, to inform the sentinels under what circumstances and at what signals they are to retire on the guard; and, finally, to place or displace them, as may be decided by the commander of the guard.

23. Immediately after *retreat*, the commander of the guard will give out the countersign, &c. to the sentinels on post, and if there be some smaller guard detached from or dependant on his own, he will send the countersign, &c. to it a few minutes earlier.

24. The *officer of the day* will be responsible that the guards under him receive the parole, countersign, &c. before retreat. The interior guards, that is, guards inside the chain of sentinels around the camp, or inside a fortress, need not receive a countersign, unless it be so ordered expressly by the commander of the troops or garrison.

25. The sentinels commence *challenging* immediately after receiving the countersign. No sentinel will suffer any person to approach nearer than the point of his bayonet until he has received the countersign, placing himself in the position of *charge bayonet* for that purpose.

26. A sentinel will be instructed to challenge by calling out "*who comes there?*" If he is answered "*friend, with the countersign,*" and the sentinel is instructed to pass persons with the countersign, he will reply, "*advance friend with the countersign;*" if the challenge is answered "*relief,*" "*patrol,*" "*rounds,*" or "*grand rounds,*" he will reply, *stand! Advance corporal (or sergeant) and give the countersign;*" and satisfy himself that the party is

what it represents itself to be. If the sentinel is answered in the first manner, and has no authority to permit a person to pass him even with the countersign, or if he is answered in any manner other than is above prescribed, he will call out, "*the guard!*" in order that the *relief corporal* may be sent to decide on the case. So would he call out "*the guard!*" if the countersign given should be wrong, in either of the other cases supposed above.

27. When the *officer of the day* wishes to make his grand rounds, he will repair to the body of the guard, give the parole to the officer commanding it, assure himself of the presence and condition of the men, and demand an escort proportioned to circumstances; generally, a non-commissioned officer and a file of men.

28. Grand rounds will also be made by general officers and officers commanding corps or garrisons, when they shall judge proper, or a staff officer may be detached from head-quarters for that purpose; but such persons will be careful to notify the *officer of the day* of all material instructions which they may find it necessary to give to a guard whilst going the grand rounds. In like manner, all material instructions given to sentinels on post by persons entitled to make grand rounds, ought to be promptly notified to the commander of the guard.

29. On the approach of the new guard, the old will take a position the most convenient for the ceremony of relieving. Guards under twelve men, or six files, will be formed in one rank; of or above that number, in two ranks.

30. The new guard will take the position in relieving which may be designated by the senior of the two commanders; but, near the enemy, such position shall not place the two guards front to front, nor the rear of either towards the enemy. For the compliments to be paid on this occasion see par. 6, art. 8.

31. The new guard having taken its position near the old one, and both standing at shouldered arms, the officers and non-commissioned officers will advance to meet each other respectively, when the *new* will take the instructions of the *old*. See par. 1, art. 5.

32. The commander of the new guard will designate a corporal or sergeant, to be termed *post corporal* or *post sergeant*, to take possession of the guard-house or tent, and its furniture; also, other articles (or prisoners, as in the case of a police guard,) in the charge of the guard.

33. The new *post corporal*, (accompanied by the old) will note any *new* injury which may have been committed, and point it out to the new commander, on whose report the relieved commander will be held responsible.

34. The commander of the old guard will have prepared for the signature of the commander who relieves him, an inventory of the property or articles in the charge of the guard, also a roll of the prisoners in its custody.

35. The first relief having been designated, the commander of the new guard will order it two paces to the front, when the new *relief corporal* will take charge of it, and go to relieve the sentinels in the order hereinafter prescribed, accompanied by the *relief corporal* of the old guard, who will take command of the old sentinels when the whole are relieved.

36. A corporal commanding a small guard may call to his aid, in performing the foregoing duties, a lance-corporal, if there be one under him, or an old soldier; and any commander of a guard may, when the sentinels are numerous, designate more than one *relief corporal*, or order a sergeant to take charge of a relief.

37. During the time of relieving sentinels, and of calling in the small posts, the commandants of the two guards will, near the enemy, visit together the avenues leading to the post, the old commander giving to the new all the information he may possess relative thereto, or relative to the enemy.

38. The detachment and sentinels from the old guard having rejoined it, it will take up its march, the drums, &c. of both guards beating a march, unless music be prohibited at the out-posts, on account of the nearness of the enemy.

39. On arriving at the camp or post, the commander of the guard will, if it consists of several detachments, break it up accordingly, and send each to its regiment or company under an officer or non-commissioned officer. See par. 2, art 34.

40. On rejoining their companies, the chiefs of squads will examine the arms and other appointments of their men returning from duty, and cause the whole to be put away in the accustomed good order. See par. 2, art. 34.

41. When the old guard has marched off fifty paces, the commander of the new will cause his guard to face about, to recover arms, and to place them in the arm-racks, or on a *traverse*, that is, a pole supported by two forks. If there be neither convenience at the post, the arms will be stacked.

42. The commander will immediately after read over the general and particular instructions for his post, if there be such in writing; next visit his sentinels to ascertain, and (if necessary) to correct, the instructions they have received; and question, in a similar manner, the officers and non-commissioned officers under him, relative to the instructions they may respectively have received from the corresponding persons of the old guard.

43. A relief, with arms supported, and formed in two ranks, will march to a flank headed by the corporal; but, if of twelve or more sentinels, the relief will be formed in two sections.

44. The sentinel at the body of the guard will be first relieved and left behind; the one most distant will be next relieved, and the others returning to the guard.

45. When a sentinel sees the relief approach, he will face to it and halt. At six paces the corporal will command: *carry* ARMS; HALT; and add *No.* 1, or the like (for the two sentinels) *recover* ARMS. At this word, the two sentinels approach, when the old, under the correction of the corporal, will whisper the instructions of the post to the new sentinel.

46. This done, the old sentinel will pass in quick time to his place in the rear of the relief, the new sentinel facing the relief, when the corporal will command, (for the two sentinels) *No.* 1, or the like, *shoulder* ARMS; and add, *relief*, *support* ARMS—MARCH.

47. For the compliments to be paid by sentinels, see article 8.

SECTION 5.

ECONOMY OF AN ARMY IN CAMPAIGN.

ARTICLE 44.—*Organization and Composition.*

1. As the troops arrive at the appointed rendezvous, the general-in-chief will cause them to be organized into brigades, divisions, and army corps.

2. Two regiments will constitute a brigade; two brigades a division; and two divisions an army corps; each of which will be placed under the orders of a general officer of appropriate rank.

3. The cavalry and infantry will each be brigaded by itself, and more than two regiments, if much below the legal establishment, may be thrown into the same brigade.

4. There will be attached, as *chief of the staff*, to a brigade, a major; to a division, a colonel; to an army corps, a brigadier general; and, if the particular army consists of two or more army corps, a major general will be attached to it as chief of the staff.

5. Accidental or temporary vacancies which occur in the command of an army, an army corps, division, or brigade, will immediately devolve on the next in rank therein, respectively, until the decision of the War Department can be made known; but, if there be present with the army a supernumerary general officer of the appropriate grade, *he* may be assigned to the vacancy that has occurred by the general-in-chief, without reference to the War Department.

6. The brigades, divisions, and army corps, will be numbered according to the rank of their first, or original commanders, which numbers will fix their rank, respectively, in the order of battle. Nevertheless, in reports of battles, and other operations in the face of an enemy, those bodies of troops, as well as regiments, will be designated by the names of the officers who actually commanded them in person: as, for example, *Green's* army corps; *Lafayette's* division; *Wayne's* brigade; *Howard's* regiment.

7. At the commencement of the campaign, the chief of the general staff will, under the direction of the general-in-chief, draw up a *plan* or *order of battle*, that is to say, the habitual arrangement of the troops in camp and in battle; a copy of which will be given to each general or commander for his information and government. This will be repeated as often as the army experiences an augmentation, or diminution, of an entire regiment or brigade.

8. The minimum of a company has already been fixed under article 24. Regiments will be consolidated when they fall below six companies, in such manner that brigades be not made to exceed some twenty-five or thirty companies each; and, if necessary, the number of brigades, divisions, and army corps, diminished accordingly.

9. The officers rendered supernumerary by such consolidations, will be attached either to the remaining corps, or otherwise disposed of as the good of the service may require.

10. During these temporary consolidations, the men of each regiment will, as far as practicable, be kept under their own proper officers.

11. The order of the regiments in brigades, of brigades in divisions, of divisions in army corps, and of army corps in the army, will not be invariable. The generals, each within his sphere, are authorized to change the habitual order, if important reasons should require it, such as the weakness of some component part, or to relieve one of them from the fatigue of marching too great a distance at a time, in the rear of a column.

12. The generals may, moreover, when necessary, place in different positions, or cause to march singly, the regiments, brigades, divisions, and army corps under them, respectively, all pretensions of the corps, or their commanders, being subordinate to the paramount interests of the service. Nevertheless, the generals who break or invert the habitual order of battle of the corps under them, will report the change to the general-in-chief, through the intermediate generals.

13. A regiment, brigade, &c., which shall have been detached, will, on its return, resume its place in the primitive order of battle, saving the case provided for in the preceding paragraph.

14. The number and description of staff officers, as adjutants general, inspectors general, &c. &c., at the disposal of the War Department for any particular army, will depend on creations made by Congress; but, of the staff officers who may be assigned to an army in the field, the commandants-in-chief of the engineers and of the artillery; the superior officer of the quartermaster department; the superior commissary of subsistence; the superior of the clothing department; the superior of the pay department; the superior judge advocate; the superior surgeon, and the superior apothecary, will be attached to general head-quarters, for the direction or administration of their respective departments of service. Other officers of the staff will be assigned to the several corps, or branches of service, as the good of the service may require.

15. The superior officer of the corps of engineers, or the artillery, serving with one of the army corps, or a detached division or brigade, will receive the orders of the commandant thereof, to whom the said superior officer of engineers or of artillery will communicate any orders he may receive from his own particular commandant-in-chief, attached to general head-quarters.

16. Officers of the staff, having lineal rank, or rank assimilated thereto, and officers of the line without troops, may be assigned to temporary and separate commands, correspondent to rank, by the general-in-chief. (See par. 2 and 3, art. 3; and par. 5, above.)

17. A staff officer charged with a particular expedition, or *reconnoissance*, accompanied by a detachment, the commandant of which may, or may not, be his superior, will, without assuming the command, have a right to require that the latter should make all proper dispositions of the detachment to protect him in his operations; and the commandant of the detachment shall refer to the staff officer for the route of march, and the periods of halting and of marching, no matter which of them be the superior.

18. At the commencement of each campaign, the number and rank of orderlies to be allowed to the general officers and chiefs of the staff, and whether to be mounted or not, will be determined by the general-in-chief. In like manner will be determined the period at which these orderlies are to be relieved, and the regiments which are to furnish them.

19. These determinations will be announced in orders, but may be varied according to circumstances. In route, mounted orderlies will follow the generals or chiefs of staffs to whom they respectively appertain, and will perform at once the service of orderlies and of escorts. Those on foot will march at the head of the divisions or brigades, of the generals or the chiefs of staffs to whom they appertain.

20. All orderlies will be inspected before sent to their destinations. If not conducted by an officer, each will take with him a billet from the adjutant, showing the period of setting out for his destination.

21. A like rule will be observed in the discharge of orderlies, (an officer of the staff signing the billets) and again, when one of them is sent with some despatch, he will take with him a similar billet, with instructions to ask the officer to whom he is sent, to acknowledge the receipt of the despatch, and to note the hour of the receipt on the billet.

22. Generals of divisions and of brigades will assure themselves of the execution of the regulations of discipline and police, of instructions and administration, among the troops under them. Each major general, accompanied by the respective brigadiers and colonels, will personally inspect, in detail, each company of the division, after reviewing the corps composing it. Each brigadier general will act similarly at the moment of receiving his brigade; again, when about to open the campaign, or resume active operations, after any considerable repose or suspension, and, in general, as often as the good of the service may require. The inspecting general will cause a staff officer, and each captain (for his company) to note down, on the spot, the repairs to be made, and the defects to be remedied, without delay, or as soon as circumstances will permit; and he will designate the men and horses to be left in depot, or to march with the baggage train, on account of debility or lameness. (See articles 9 and 39. And generally, *interior police*, par. 9, art. 38.)

23. The more important results of these reviews and inspections will be reported to the general-in-chief through the proper intermediates; and, to render the scrutiny more complete, the inspector general will take with him the last morning reports, or monthly returns, of the regiments, which shall be verified as to every individual comprised therein.

Article 45.—*Theory of the staff—Summary of its duties.*

1. Staff officers, *as such*, have no direct command over the troops; they are the organs through which their respective commanders or chiefs communicate orders and instructions, either verbally or in writing; and a staff officer will add, "by order of," or "by command of," such a one; or premise, "I am commanded, or, instructed by," such a one; or, "the general, &c. commands, or orders," leaving the particular general, &c. to be understood. These forms will not be indispensable in cases in which the person to whom the order is addressed is inferior to the staff officer, and they may always be dispensed with in mere matters of course, as on parades.

2. The foregoing is applicable to the chiefs of staffs and to their assistants, (see par. 4, art. 44.) also to aids-de-camp and adjutants. The officers of the administrative or disbursing departments of the staff are not within the contemplation of this article. (See articles 66, 67, 68, 69, 70, 71, 72, 73.)

3. The several chiefs of staffs will form a chain of subordination among themselves. Thus, the colonel who occupies that station in a division will have a direct authority over a major; chief of one of the brigade staffs, in the same division, independent of the commander of the division; but should, in this example, the colonel give an order to the major incompatible with the duties of the latter towards his brigade, such order would not be obeyed, until communicated to the brigadier general for his approbation. The same rule will apply equally to any two proximate chiefs of staffs, from the major general, atgeneral head-quarters, down to the adjutant of a regiment.

4. The duties of a chief of staff, including always his assistants, whatever may be the corps to which he is atached, fall under the heads *sedentary* and *active*.

5. *Sedentary duties*, or the business of the bureau, as publishing orders in writing; making up written instructions, and the transmission of them; reception of reports and returns; disposing them; forming tables, showing the state and position of the corps, or its several parts; regulating details of service; corresponding with the corps, detachments, or individual officers serving under the orders of the same commander; corresponding with the administrative or disbursing departments relative to the wants of the troops; and, finally, the methodical arrangement and care of the records and papers of his office.

6. *Active duties.* These consist principally in establishing camps; visiting guards and posts; mustering and inspecting troops; inspecting guards and detachments; forming parades and lines of battle; the conduct or control of deserters and prisoners, (from the enemy;) making reconnoissances; and, in general, discharging such other exterior duties (exterior to the bureau) as may be specially assigned.

7. This article regards more particularly the staff of an army in the field, but will equally apply, in many particulars, to the staff of a geographical military department, or to that of a post, in time of peace or war.

Article 46.—*Necessaries of officers—Baggage train.*

1. The mobility and efficiency of an army in the field are much impaired by useless baggage or luggage. He ought to be considered the most meritorious officer who preserves his health and martial appearance, and performs all his duties with the fewest stores and the least incumbrance to the baggage train. Luxury will, therefore, be discountenanced throughout the army during a campaign, and particularly at head-quarters.

2. The following allowances of baggage for officers with marching troops in time of war will on no account be exceeded. Any excess will be rejected or thrown away by the wagon-masters or the conductors of the train, without regard to the rank of the owner or owners.

3. For personal clothing or necessaries, and for articles of stationary and books of regulation, a captain or subaltern will be allowed —— pounds; a major —— pounds; a lieutenant colonel —— pounds; a brigadier general —— pounds; and a major general —— pounds. Add to the foregoing, ten pounds for the instruments of an engineer officer, and five pounds for those of an officer of artillery; —— pounds for the commander of a company, on account of the books and papers thereof, and for an adjutant, the regimental bureau or bookcase described in art. 37.

4. Staff officers in general will be allowed the books and papers necessary to each, and a surgeon his medical chest and necessary hospital stores. In doubtful cases arising under this paragraph, the commander of the column will, on the report of the conductor of the train, appoint a suitable officer to inspect the articles in question, and to determine on their necessity.

5. Officers' bedding shall not exceed the following rates: for a subaltern or captain —— pounds; for a major, lieutenant colonel, or colonel, —— pounds; and for a general officer —— pounds. In latitudes north of the fortieth degree ten pounds may be added to each officer's bedding during the winter months; and between the fortieth and thirty-fifth, five pounds may be added during the same period.

6. A further allowance, on account of table and kitchen furniture or utensils, will be as follows: for the officers of a regiment, a canteen or case not exceeding —— cubic feet; for a brigadier general and his staff, a canteen not exceeding —— cubic feet; and for a major general and his staff, a canteen not exceeding —— cubic feet.

7. Officers' bedding will be neatly rolled into the smallest compass practicable, and secured in a sack or case for transportation; and the trunks, portmanteaus, &c. ought to be made of a convenient shape for carriage, either on bat horses or in wagons. The conductor of the train will not receive any such trunk, case, or parcel, which is not well secured and marked with the name and addition of the owner.

8. In the field every officer will be held bound to have about him at all times, when on duty, pen, ink, paper, and wafers, and, in addition thereto, for officers above the rank of captain, (including aids-de-camp, the captains of engineers and of artillery,) a spy-glass, or small telescope.

Article 47.—*Camps and cantonments.*

1. By the term *camp* will be understood the ground occupied by troops for a night, or for a longer time, either under canvas or in *bivouac*, that is, without shelter, or with such shelter only as they may hastily construct, as sheds, bowers, and the like. Troops are said to be *cantoned*, or in *cantonments*, when distributed at any time among the villages or houses of the country, or when placed in huts constructed for the purpose, as at the end of a campaign. *Barracks* are permanent military quarters.

2. Camping parties will consist of the pioneers, (or a private per company,) under the quartermaster, or quartermaster sergeant of each regiment, who will be sent in advance to prepare the camp, under the directions of the chief of the staff or one of his assistants, and it may be aided by an engineer officer. The latter will be more particularly charged with the *reconnoissance* of the ground, with a view to the works, intrenchments, and communica-

tions which it may be proper to construct or to open. When necessary, an escort will be ordered to protect the foregoing operations. Officers' spare or led horses, and their servants, will not be allowed to accompany these parties.

3. Guides of the country will accompany camping parties, when necessary; and the cavalry officers and non-commissioned officers of these parties will reconnoitre the watering places about the new camp, cause those to be opened that may require it, and designate such as are dangerous.

4. The object of the camp will determine the choice and the form of it. If it is simply a camp of rest on a march, the dryness of the soil and the proximity of wood and water need only be considered; if it is to be intrenched, if it is to cover a country or a siege, if the object be to give the enemy an exaggerated notion of the strength of the army, the camp will be chosen and established accordingly.

5. The general officers will establish the troops as they come up, with as little delay as possible, particularly after long and fatiguing marches or operations. Immediately after arriving on the ground, orders will be given, personally, by the brigadier generals to the colonels, and by the latter to the field officers and captains, *determining* the number of men to be furnished for piquets and guards; the hours at which they are to assemble; the posts to be occupied by them; the orderlies to be furnished or to be relieved, &c.; the places of distributions of subsistence, wood, straw, and the like; the fatigues to be sent for them; the communications and the intrenchments to be opened; the works to be constructed; and, in general, any thing else that concerns the interior and exterior police or service of the camp. The captains will add aloud such instructions as may be necessary for their respective subalterns and non-commissioned officers; and as soon as the adjutants have determined the number of men to be furnished by the several companies in their respective regiments, the first sergeants will cause those to step out who are to go immediately on post or on duty.

6. When the police and other guards are ordered out, the colors will be planted, and the arms stacked, in a line between them, (the weather and the ground permitting;) afterwards the ranks will be broken, and the tents pitched on the ground indicated by the quartermasters and quartermaster sergeants. In the cavalry, before pitching the tents, the piquets and the cords will be placed, and the horses attached thereto.

7. Until these duties are completed the officers will not be permitted to leave the troops, or to employ any soldier for their own accommodation.

8. The terms *front*, *flank*, *right*, *left*, *centre*, and *rear* of a camp have, in respect to a camp, the same acceptation as in respect to the order of battle.

9. If the camp is to present the same front as the troops in the order of battle, four hundred military paces will be necessary per regiment of five hundred files front; and for any other number of files, deduct therefrom a fifth to find the front in paces. Add, in every case, twelve paces for the interval between a regiment and the next on the left in the order of battle.

10. The number of tents per company will depend on their dimensions. They will be pitched in two ranges, one tent behind another, having their openings facing inwards. The interval between the ranges (or the company street) will thus be perpendicular to the front of the camp. The tents in the same range will be placed one pace apart, and the intervals between contiguous companies will be two paces. Each flank company will thus have a range of tents isolated.

11. The stacks of arms will be ten paces in front of the tents; the colors in the same line, opposite the centre of the regiment; and the kitchens twenty paces behind the tents.

12. The sergeant majors, quartermaster sergeants, trumpet or drum majors, the sutlers, and laundresses will encamp on the same line, fifteen paces in rear of the kitchens; the company officers on the same line, fifteen paces in rear of the preceding; the field officers and commissioned staff on the same line, fifteen paces further to the rear; and the wagon or baggage train on the same line, twenty-five paces in the rear of the field officers.

13. The police guard will be placed two hundred paces in front of the arms, facing the centre of the regiment, if the ground will permit; the prisoners' tents two paces in rear of that of the guard; the sinks for the men one hundred and seventy paces in front of the arms; those for the officers ten paces behind the baggage train.

14. If the army is in two lines, the second will encamp four hundred paces in rear of the first.

15. Each squadron, or two troops of cavalry, will encamp in such manner that the tents may form two single and one double range; giving, besides, a narrow street of three paces between the double range of tents, (back to back,) two wide streets of —— paces each, in which the horses of the respective troops will be placed, in two ranks, (crupper to crupper,) the piquets being planted two paces from the range of tents on either side. There will be a space between every two tents in the same range of five paces for forage, and ten paces between the last two tents in each range, in order that there be not forage on the side of the kitchens.

16. A camp established as above will serve as a model for others in cases where the ground or particular instructions from head-quarters may render variations necessary. In campaign, cords can be but seldom used in tracing camps. On actual service, distances will be generally determined by the eye and the legs.

17. The staff officer charged with the establishment of the camp will designate the positions to be occupied by the shambles, and will require that the entrails of the cattle slaughtered shall be buried. For this fatigue, and that of the sinks, convicts will be employed as often as the guards can furnish them.

18. Fires will be permitted in the kitchens only, except in seasons of rigor. In the latter case, the places for building additional fires will be designated.

19. No officer will be allowed to occupy a vacant house, even on the ground of his camp, without express permission from brigade or division head-quarters, as the neighboring buildings may be required for the sick.

20. General officers will establish themselves near the centres of their commands; the brigadiers very near their brigades; the commanders of divisions and army corps on the grand communications between the corps. When the troops *bivouac*, the generals of all grades will *bivouac* also.

21. Near an enemy, as soon after the troops are established in the camp, or cantonments, as practicable, the superior officers, whether of the line or of the staff, will take opportunities of reconnoitering the immediate environs, and of learning the names of the principal objects therein; as roads, rivers, bridges, fords, houses, woods, and the like. The generals, with portions of their staffs, will push their observations to a greater distance.

Article 48.—*Orders; mode of distribution.*

1. Verbal orders, addressed to officers, will be transmitted by officers, and preferably by staff officers. Written orders may be transmitted by orderlies. In this case the orders would, in general, be sealed.

2. Orders may be written in the form of letters; but, in general, they will take the form of *orders* purely military. They will always be transmitted through the intermediate commanders, in the order of rank, except in some extraordinary case, when copies, or notice of their nature, will be promptly sent to the officer omitted by the officer who made the omission.

3. Orders for corps, after orderly hours, will be sent to them; and if the titulary commander of the particular corps (as brigadier for a brigade, colonel for a regiment, and the like) be absent, the order will be received and put in execution by the next in command, present with the corps; that is, by the actual commander.

4. All orders will be numbered; those of a general nature in one series, and special orders in a different one. Each series for the army, an army corps, a division, or brigade, will commence with its organization, and terminate with the campaign. For departments, regiments, companies, and garrisons, the series will commence and terminate with the year.

5. The *head* of the order will indicate the source from which it emanates; as "*Adjutant* and *Inspector General's Office;*" "*Head-quarters, Northern Army*," for a particular army in the field; "*Head-quarters, 1st Army Corps; 1st Division, 1st Brigade, 1st Regiments*," and the like; "*Detachment Head-quarters;*" "*B Company, 1st Regiment*," and the like, (omitting head-quarters;) or, "*Head-quarters, Northern Division;*" "*Head-quarters, 1st Military Department*," and the like; "*Head-quarters, Fort Columbus*," and the like, where the garrison consists of more than a company; otherwise, omit "*Head-quarters.*" The *commencement* of the order will show its character, as "*Special Orders*," or simply "*Orders*," for those of a general nature.

6. *Special orders* are such as relate to the march of some particular corps; to the establishment of some particular post; to the detaching of individuals; to the granting of requests; and, in general, to such other matters as do not interest or affect the troops generally, under the orders of him who gives the orders; and, therefore, special orders need not be published to the troops generally. The parole and countersign are in the *nature* of special orders. (See par. 17, below.)

7. General orders will be given as often as there is matter. They will indicate, 1st. The hours and places of distributions. 2d. The hour of calls; of assembling guards and detachments. 3d. The number, grade, and kind of orderlies; and the force and composition of guards of honor, and the periods at which they are to be relieved. 4th. The regulations of police, and the prohibitions to be made according to circumstances. 5th. The requisitions to be made, and the returns to be furnished by the corps. 6th. Transcripts from, or an analysis of, all such new laws, or decisions of the War Department, as may affect the troops, and which it may be necessary for them to know. 7th. The thanks or reproaches which may be due to corps or individuals. 8th. Exhortations; and, in general, every thing which may be of importance for the army to know. The *watchword* is in the nature of a general order, though published at a particular hour, and under special injunctions. (See par. 17, below.)

8. An inferior commander, to whom orders are addressed, will add to them such dispositions as may be deemed necessary to ensure their execution in his particular corps.

9. There will be established, for each head-quarters, an orderly hour. That for the head-quarters of an army corps will follow the orderly hour at general head-quarters, and so of the other corps in the order of inferiority. The chief of the staff of an army corps will send one of his assistants to general head-quarters, at the hour appointed, to copy orders, and a similar method will be pursued by the chiefs of staffs in the divisions. The chief of a brigade staff will go in person to division head-quarters at the orderly hour of the division, or the brigadier general may substitute an aid-de-camp. In like manner an adjutant will repair to the head-quarters of his brigade, or, by permission, he may substitute his sergeant-major. Finally, at regimental head-quarters the adjutant will dictate the orders to the first sergeants.

10. When orders, which may require the immediate attention of the captains, reach regimental head-quarters after the orderly hour, they will be published as above, the *first sergeant's call* being sounded for that purpose.

11. Orders which relate to the duties of the administrative and medical departments of the staff will either be sent to their respective chiefs, or the latter may be required to send for them as the respective generals may regulate. The same rule will be observed in respect to the two commandants-in-chief of the engineers and artillery.

12. An adjutant or other officer of a battalion or company of artillery, serving with an army corps, division, &c. will be required to attend at the regular orderly hours appointed for the corps. During marches and active operations, when the regular orderly hours cannot be observed, all orders will be specially published, that is, they will be either sent to the corps, or their respective commanders will be notified when to send to head-quarters for them. Under the same circumstances, orders will be read to the troops during any halt without waiting for the regular evening parades.

13. Certain orders ought to be read more than once to the same troops. When this is thought necessary the orders will carry with them a direction to this effect: "The foregoing will be read or read and explained at the head of every company in the ———.

14. In transcribing orders, great care will be taken to avoid errors, which may affect their meaning or intention. The chiefs of staffs in dictating orders will look to this object, and the commandants of regimental parades will be responsible that orders are correctly read to the troops by the adjutants. Captains will be equally responsible for the correctness with which orders are read at the heads of companies.

15. Officers who go up to take orders will always request leave to correct their watches by the time at the head-quarters. This rule will be observed throughout all the corps of the army.

16. The chief of the general staff will address to the Secretary of War monthly extracts of all the more important general orders issued from his bureau during the preceding month.

17. In peace and in war a *countersign* will be given daily, to enable guards and sentinels to distinguish persons, and to execute the police regulations during the night. For officers (and *not* non-commissioned officers) commanding guards a second word denominated *parole* will be given, at the same time, as a check on the former, and by which visits of inspection or *grand rounds* will be received in the night. Near an enemy, a third or *watch-word* may be added to enable the troops to know each other, and to rally in night encounters.

18. These three words, *parole*, *countersign*, and *watch-word*, will always emanate from the highest in command; the name of a departed worthy will be preferred for the first; that of a place for the second; and for the third some noun which is not a proper name, as thus: *Washington*, *Vernon*, *victory*.

19. Detachments and posts in the neighborhood of the army, or within the immediate sphere of its operations, ought to use the same parole, &c. In such cases it may be necessary to send a series of words for some days in advance. Ordinarily they will be issued at the same time with other orders; and always in time to reach the several commanders, posts, and guards before the setting of the sun.

20. In transmitting them they will be carefully put under seal, separate from other orders, and endorsed "parole," &c. If they are lost by the way, or a man deserts with either of them, the highest in rank, according to the nature and emergency of the case, will immediately make the necessary change, notify the neighboring posts and corps in order that the information may be carried promptly to general head-quarters, and a remedy applied for the whole line.

ARTICLE 49.—*The Roster, or details of service.*

1. In each regiment the adjutant will be charged with equalizing the service done by detail according to the principle, *the longest off duty the first on.* Consequently, he will keep a *roster* exhibiting the officers (under the colonel) by class, name, and rank, and also exhibiting the effective strength of companies. (See forms annexed.)

2. In general the lieutenant colonel and major will be considered of the same or first class, and the subalterns, in like manner, as forming but one or the third class. The captains constitute the second. The members of each class will alternate together, that is, relieve each other in succession, as far as practicable, in the same rotation of service; of which practicability the commander will always be the judge, who may, in case of necessity, even order a sergeant to relieve a subaltern, or *vice versa.*

3. The adjutant in making details for guards and distant services, will be careful not to leave a company without an officer if it be possible to avoid it; and when a number of officers and men are required equal to a company, he will, when practicable, designate one rather than make up the quota by details from several companies.

4. Like principles will govern the first sergeants in equalizing service among the platoons, sections, squads, or individuals of their respective companies under the rank of officer. The company roster will be divided into three classes, to wit: sergeant, corporal, and private. The roster of the drummer, &c. will be kept by the drum-major.

5. There shall be two tours of service, to wit: 1st. *Service with arms.* 2d. *Fatigues.*

6. The first tour will comprehend, 1st. Detachments for reconnoitering, foraging, and the like; 2d. Grand guards and other exterior posts; 3d. General courts-martial and courts of inquiry; 4th. Guards of honor or personal guards; 5th. Regimental and garrison courts-martial; 6th. Police guards; 7th. Interior guards, as those of magazines, hospitals, and the like; 8th. The service of orderlies; 9th. The piquet.

7. The service of the *officer of the day* will fall under the head of the guards turned off before him, and at posts where the number of officers is not sufficient for the ordinary reliefs; the services mentioned under the third and fifth heads above will not exempt a member from being detailed as *officer of the day*, that is, when the court sits at the post to which the member so detailed is attached.

8. As soon as a court adjourns *sine die*, or for several days, the president will cause the fact to be reported to the commander of the post, when and during such adjournment all the members of the court (excepting the acting judge advocate) attached to the post will be liable to be detailed for any other duty of the post.

9. Those different services, (par. 6.) excepting detachments and courts, will commence and finish daily at guard mounting, excepting also the termination of the service of orderlies, who will be relieved weekly, or oftener, as may be determined by the commander of the troops or post.

10. Officers and others will be detailed in the order indicated above. Consequently, the first in rank of each class for duty will be put on detachments, &c.; the next on the grand guards, &c.; the last in rank of the same class for duty will always be placed on the piquets. On days when there is no detachment to march, the first in rank of each class for duty will be put on the grand guards, and so of other services in numerical order.

11. For the first tour of service officers and non-commissioned officers will be detailed according to seniority, beginning at the head of the class; platoons, sections, squads, or individual privates according to their places in the order of battle, beginning on the right; and drummers, &c. according to the number of companies, beginning with the first. Details for the second tour will be made in the reverse order.

12. Every service not included in paragraph 6 shall be reputed *fatigue;* thus: the second tour of service will comprehend the fatigues of the camp or post, done by detail; also, fatigue parties sent out armed or not armed, including their escorts; and, finally, all other parties not armed.

13. An officer, &c. who will be absent when called for a particular service, or otherwise disabled from taking it, shall be replaced by the one next on the roster, and the former will take the place of the latter if present in time.

14. The second tour will always be considered subordinate to the first, thus: if it happens that a senior officer, &c. is in a situation to be detailed for either tour, he shall have the right to prefer the first. If he is on some duty of the second tour, and *present* or within reach at any time before the departure of the detachment, the mounting of the guard, &c., he shall be relieved.

15. The service of the first tour will be accounted as made for officers, &c. when the detachment marches beyond the limits of the camp or post, or the guard has taken its post, although the one or the other may be immediately after ordered in. The same in respect to the members of a court after it is organized, and in respect to an orderly after he has reported to the officer under whom he is to do duty. Finally, the service of the piquet shall not be considered as made before the next day at the hour of guard parade, excepting always for the individuals of the piquet who may have actually been drawn from it to make part of a detachment or guard, or to be employed on some other armed service.

16. An officer, &c. whose turn for fatigue may arrive at the same time that he is also first for duty on the roster for armed service, or when he may be actually employed on the latter, shall not then take his tour of fatigue, neither shall he be credited for it unless he was on some armed duty, by detail, of more than twenty-four hours.

17. The second tour of service shall be accounted as made when the individual has been actually employed on some fatigue at the camp or post, or (if beyond the camp, &c.) if he has passed the guards.

18. In the cavalry the dismounted men, or those whose horses are unfit for active service, will be employed on foot in preference; taking care not to overcharge them with duty.

19. A captain commanding two or more companies may be exempted for the time from details as such, at the discretion of the next in command.

20. In campaign and near an enemy, flank companies (as grenadiers, light infantry, riflemen, and the *elite* in cavalry) will be exempted, when not embodied into battalions, &c. separate from their respective regiments, from all duties done by detail, excepting company police and the services numbered 1 and 2 of the first tour; but the officers may be detailed for courts-martial or courts of inquiry. In like manner, artillery companies, &c. with trains serving with infantry corps, will be exempted from the general or ordinary details, as they furnish their own park-guards, &c.; but the field-officers of the artillery may be placed on the roster for the duties of *field-officer of the day*, that is, when serving with brigades of infantry.

21. The roster of the army, and that of each army corps, will comprise the general officers by name and rank, and the effective *strength* of the respective corps. The roster of a division will comprise the commandants of brigades by name, &c. and the effective *strength* of the brigades; and the roster of each brigade will comprise the field-officers in it by name, &c. and the effective *strength* of the regiments. (For the field officers not in immediate command of troops, see par. 16, art. 44.)

22. The principles prescribed for details in a regiment will be observed in larger corps. (See par. 1 and 3.)

23. All guards will be turned off according to their destination, either from a regimental or grand parade. (See art. 42.) In an army in the field, the brigade parades are the grand parades, and all details for them will be made at the respective brigade head-quarters, to which orders from a higher source, calling for details, will be addressed accordingly, through the intermediate commanders.

Article 50.—*Police Guard.*

1. Police guards and their duties have already been noticed, necessarily or incidentally, under several of the preceding articles. (See 16, 42, and 43, generally; par. 2 and 3, art. 25; par. 2, art. 33; par. 6 and 13, art. 47; and par. 6, art. 49.)

2. The police guard of each regiment (or post) will in future take place of camp (or garrison) guards. Its force will be sufficient to furnish the requisite sentinels around the camp (or post,) together with those herein particularly mentioned, and to make the patroles which the localities and other circumstances may render necessary. It will be turned off from the regimental (or garrison) parade.

3. The *officer of the day* will decide when the commander of the guard may permit his men, by reliefs, to eat their meals with their companies, taking care that each relief promptly returns. He will also decide whether the guard shall detach from it one or more small posts or guards, when the extent of the ground to be covered by the sentinels shall render such division necessary or convenient. Each of these small posts will act in the manner prescribed for the main guard on which they depend.

4. Besides the sentinel placed over the army at the body of the guard, the sentinel over the prisoners, the one over the colors, and the one at the tent or quarters of the colonel, (which shall be posted at the tent or quarters of the next in command if the colonel lodges out of camp or quarters,) the guard will furnish others to be posted on the front and rear of the camp, and over the arms of the regiment when they are stacked or in bells-of-arms.

5. If the army is encamped in two lines, the regiments of the first line will furnish the sentinels for all the front of the camp, and the regiments of the second line will furnish the sentinels for the rear. The sentinels in the rear will be posted twenty paces behind the baggage train. (See par. 12, art. 47.)

6. Regiments on the right and left of the camp will place sentinels on their exterior flanks, for which augmentation of their police guards they will have credit on the brigade rosters.

7. The duties of the four first sentinels mentioned in par. 4, and those of the sentinel over the arms, have already been particularly noticed under the references of par. 1. The others, forming the chain about a *camp* (or post,) will be instructed not to suffer any person under the rank of officer to pass out without permission; and during the night, in the case of a camp, no person whatever to pass *in* or *out*, except by the body of the guard, after being recognized by the commander.

8. The *officer of the day* will cause patroles to be made during the day, if he judges it necessary for the police of the camp (or post.) During the night these patroles will always be made, (commencing immediately after *retreat*,) to cause the fires of the kitchens to be extinguished at the hour indicated; to order out from the sutler's shops the men who may be found there; and to arrest and commit to the guard the men who may be found out of their tents (or quarters) after *tattoo*, unless they be going to or from the sinks, or on some duty.

9. During retreat, the guard will be under arms for roll-call and inspection, and, immediately after, the additional sentinels for the night will be posted. These will be called in after the *reveille*.

10. Besides the sentinels forming the chain, there may be others posted (particularly in the night) more in advance, in such manner as to give prompt notice of the approach of danger, or to correspond with the grand guards, if there be such established.

11. When the *assembly* is beaten, preparatory to a march, the sentinels of the guard will be called in, and the whole ordered to join their companies, excepting the prisoners' escort, and excepting also such part of a *new* police guard as may be required to march with the camping party of the regiment, as its escort. (See par. 2, art. 47.)

12. When the ground of the new camp is designated, the commandant of the escort of the camping party will furnish the sentinels which may be required by the staff officer who designates the ground. As soon as the regiment arrives, the guard will take up its position and resume its regular duties.

13. The commander of the police guard will hand in to the *officer of the day* a written report of his tour of service, and of the prisoners and articles in the charge of the guard, immediately after being relieved. (See par. 32, 33, and 34, art. 43.) The prisoners will be reported by name, grade, and corps, showing when and by whom committed, and on what charges.

14. The *officer of the day* having added to the guard report such remarks as circumstances required, noting the visits and rounds made by him, and at what hours, &c. &c., will hand over the report to head-quarters.

Article 51.—*The Piquet.*

1. In camp there will be detailed daily, by regiment, a piquet, composed habitually of two subalterns, two sergeants, four corporals, a drummer, and a number of men proportioned to the strength present, and on every other day a captain will be added to this detail, so that one of the regimental piquets in the same brigade may have an officer of that rank to command it. This regiment will be the one that does not furnish the *adjutant of the day* for the grand parade.

2. The service of the piquet will begin and end at the same hour with that of the other guards. It will always assemble on the regimental guard parade, on the left of the police guard, and be inspected and turned off with the latter. In the cavalry, it will be mounted and the horses equipped.

3. The piquet having marched past the regimental officer of the day, will return to the same parade or march to any other rallying post that may be assigned to it, and be dismissed, with instructions to reassemble promptly when called. The ceremony of relieving one piquet by another, as in the case of other guards, will be dispensed with.

4. The piquet being destined to furnish extraordinary or unexpected detachments and guards called for during the twenty-four hours of its service, the officers, &c. drawn from it for such purposes, before the hour of retreat, will be immediately replaced. Those furnished after that hour need not be replaced, unless there be an express order given to that effect.

5. The officers, &c. of a piquet will at all times be ready to march, armed, clothed, and equipped at all points, and will not leave the camp during the twenty-four hours of their service, unless in one of the cases above provided. The regimental *officer of the day* will cause the piquet to assemble for roll-call and inspection of arms, &c. several times during the day.

6. By means of these dispositions, which assure the presence of the men and their condition for prompt service, it will not be necessary, in the cavalry, to keep the horses saddled, without an express order to that effect. The horsemen of the piquet will perform their stable duties as usual, with this difference—they shall remain booted.

7. The piquets in the cavalry will only assemble mounted by an express order to that effect from the colonel, the *officer of the day*, or some general officer. For inspection, by either of those officers, it will ordinarily assemble on foot, with side-arms.

8. When it is designed to assemble the piquet during the day, a signal will be sounded by the drummer or trumpeter of the police guard. If during the night, (which will only take place in case of alarm, or when the

piquet is to march in whole or in part,) the *officer of the day* or the adjutant will wake up the officers, the latter the non-commissioned officers, and these the men. The whole, without noise, will immediately form in the order of battle, ready to march.

9. Immediately after retreat, the piquet will be assembled for roll-call and inspection of arms, &c. by its commander, assisted by his officers, &c., after which the whole will retire to their tents. In the cavalry, the piquet will ordinarily be on foot for this inspection.

10. The commander will note down the tents of the officers and non-commissioned officers, and the latter the men's tents, to the end that the whole piquet may be promptly assembled in case of need.

11. If the piquets should be ordered to *bivouac*, the colonel would indicate the place. In this case the horses would be kept equipped.

12. As often as the regiment is under arms for reviews, manœuvres, marches, or action, the piquet will be ordered to rejoin its companies.

ARTICLE 52.—*Grand Guards and other outposts.*

1. Grand guards are the advanced posts of a camp or cantonment, and ought to occupy the approaches or avenues leading to it.

2. The force and positions of the grand guards will be regulated by the generals of brigades, subject, of course, to the orders of their lineal superiors, each brigadier general being held responsible for the maintenance of the ground occupied by his brigade.

3. To the grand guards of infantry there will be generally attached a portion of cavalry, as well with a view to the common service of the posts, as also to communicate prompt intelligence of the enemy in urgent cases.

4. Habitually they will be composed (by brigade) of a captain, two subalterns, two sergeants, four corporals, two musicians, and a number of men proportioned to the objects in view and the effective strength of the regiments present, and will mount with havresacks, &c. charged for twenty-four hours.

5. Besides the general superintendence which the generals of every grade and their chiefs of staffs may give to the grand guards furnished by their respective corps, the superintendence of them will be more especially confided to a *field officer of the day for each brigade.*

6. The lieutenant colonels and majors will be classed together on the roster for this service. When their number is less than three, the colonels will be brought into the same class, and, in cases of necessity, one or two of the senior captains, in order to make three or four reliefs.

7. The grand guards will mount habitually at the same hour with the other guards. (See art. 42 and 43.) Nevertheless, the generals of brigades, with the approbation of their superiors, may cause them to mount a little before the break of day, when it may be thought advisable to double the outposts about that time; or they may mount at any other hour, when some special reason may render it necessary.

8. In the night a grand guard will assemble and depart without noise, throwing out flying sentinels on the march, to scour the country. It will do the same thing by day, at the time of establishing itself in a post, and whenever circumstances may require it.

9. It will be conducted to a new post by the *field officer of the day*, or by some staff officer, who may have reconnoitered the ground; these reconnoissances being among the principal duties of the staff. See par. 4 and 6, art. 45.

10. The commandant of an established outpost will send to the *field officer of the day*, as often as may be necessary, a steady man of the guard, as a guide to the relieving *field officer of the day*, or grand guard. He will also send, in the evening, a corporal, or some trusty man, to the *field officer of the day*, for the billet containing the parole, countersign, &c. (See par. 17 and 19, art. 48.)

11. A grand guard, if there be no principal avenue to be occupied or defended, will be established, as nearly as may be, in the centre of the ground to be covered, and in a bottom, or in some covered place, in order that the enemy may not reconnoitre its force, &c. Outside, and near the edge of a wood will be avoided.

12. When very near the enemy the guard may change position after retreat, particularly cavalry guards, which ought to occupy, during the day, positions very much advanced. But even cavalry guards will not be advanced too near to the enemy, in a country covered, broken, or mountainous, particularly if the enemy be favored by the neighboring inhabitants.

13. Grand guards, posted in a plain, and exposed to cavalry attacks, will cover themselves by trenches, (of a circular form,) or by abattis. A similar precaution may generally be observed when near an *Indian* enemy. Under other circumstances they will only intrench and fortify themselves by express permission of the brigadier generals, as those defences are apt to impair the alertness of the guards, and even to render them timid. This remark will not apply to a *detachment*, which would, if menaced, intrench itself, or use, for its safety, all other means furnished by the localities.

14. The first care of a *field officer of the day*, and of the commander of a grand guard, the moment that the latter is in position, is to obtain intelligence of the enemy; of his position; of the roads or passes leading from him to the guard, or the army. It is on this information that the small or more advanced posts, and the additional sentinels for the night, will be established.

15. The first subaltern will command the largest or most important of these small posts, a sergeant the next, and corporals the others. Generally, one of the non-commissioned officers, with some six or twelve men, will be most advanced, and dependent on the subaltern, the latter (having a corporal and some twelve or twenty men with him,) occupying a position between the advanced non-commissioned officer and the body of the guard. The other small posts will generally be detached to the right and left of the guard, and all of them will throw out sentinels proportioned to their strength, and according to the instructions given.

16. The commander of the grand guard will give the most detailed instructions as to the service of the several small posts, particularly as it respects the reports to be made to him; general vigilance; the defence expected from each; and as to retreats; which will always be made on the body of the guard. The *field officers of the day* will act similarly in respect to the commanders of grand guards under them respectively.

17. The particular instructions to be given to a grand guard will depend on a variety of circumstances, but there are others which are general and variable, to wit: that it shall inform the nearest corps, and the *field officer of the day*, or the general of the brigade, of any threatening or important movement of the enemy, and of any attack that it has reason to apprehend; that it shall arrest all suspicious persons who may approach without passports; and every soldier or waiter who shall attempt to pass *out* without permission; also, persons who shall profess to belong to the army coming into camp, unless they are well known to be such; and, finally, that they shall turn back even marketing people who may offer to pass *in*, unless instructions have been given for their admission.

18. The sentinels the most advanced will be doubled, (particularly during the night,) and posted behind trees, fences, and the like, from which they can best observe or intercept the enemy, without being seen by him. They

will not be allowed to sit or to lie down, if they can be otherwise concealed, as in either case they would be liable to fall asleep.

19. When doubled one of them will be instructed, under particular or extraordinary circumstances, to fly to the guard with information. During the day intelligence may be communicated from distant sentinels by signals, as thus: the cap placed upon the bayonet and elevated may signify the approach of danger, &c.

20. During the night it will be useful to employ a different kind of signals to precede the countersign. The patroles, grand rounds, flying sentinels or reliefs, may, for example, when challenged, answer by clapping hands, striking on some part of the firelock, and the like, without dispensing with the countersign. These signals may also be substituted for the challenge, "*Who comes there?*" when the enemy is near enough to hear the challenge. In this case, if the concerted signal is not given in reply, the sentinel ought to be instructed to fire, in the ordinary case of not answering, or answering unsatisfactorily.

21. In detaching flying sentinels the most intelligent men will be chosen, and limits assigned to them, as it may be imprudent for them to go more than one hundred paces beyond the guard; and it is repeated that too much care cannot be taken in the choice of sentinels for the posts most remote from the guard.

22. The strength and frequency of patroles and rounds, and the number of flying sentinels to be thrown out, will depend upon the proximity of the enemy, his facilities for attacking or passing the post, the temper of the neighboring inhabitants, &c. In general a commander cannot too much multiply his precautions.

23. He will, personally, during the day, reconnoitre the routes which the patroles and rounds will have to take during the night, having with him some of those who will compose them as guides for the rest. Of course all patroles, rounds, reliefs, and flying sentinels, will be challenged on their return to the guard, in common with all other persons whatsoever, who approach it during the night.

24. Towards daybreak the patroles ought to be more frequent, and not restricted to the environs of the guard and its sentinels. They will march with the greatest precaution; examine the hollow ways, the woods favorable to the designs of the enemy, and neglect nothing to avoid being cut off, or to avoid engaging in an unequal contest. If they are attacked, or if they meet an enemy, they will fire, and seek to arrest his march. While they are out the guard will be under arms, and the horsemen mounted, or ready to mount.

25. Cavalry patroles will push their discoveries still further than those of the infantry; and patroles of both kinds, sent out towards break of day, will not return until broad daylight. Then, and not before, the additional sentinels of the night will be withdrawn.

26. The commanders of *reconnoissances* or patroles will look back, from time to time, to judge the aspect of the ground, in order to note the points and objects which may become favorable for defence in case of attack, or serve as guides in the case of retreat. The roads or ways, their crosses, branches, and directions, will likewise be carefully observed, and, in returning, these parties, especially in the night, will frequently halt to look round and to listen, in order to be certain that they are not pursued, or, if pursued, to make the proper resistance.

27. When it is to be apprehended that the small posts may be surprised, they will not be permitted to kindle fires; and, in order that the number and position of the grand guard may not be betrayed to the enemy by lights, other fires will be made at some distance from it, and kept up by flying sentinels. Similar fires might usefully be established in passes or on points which, from the want of men, cannot be occupied.

28. When a part of the horses are sent to water, in cavalry guards, the remainder will be mounted, or they will hold themselves ready to mount, as in the case of detaching a patrole.

29. The guard, and particularly a sentinel, will not allow a deserter, or other suspicious person, to approach, until he has thrown down his arms. All such persons will be promptly sent from post to post to the *field officer of the day*, who will report or send them to brigade head-quarters. In the night, if there be a difficulty in sending them off from the post, they will be strictly guarded.

30. The brigadier general, having examined them, will send them to division head-quarters. The commander of the grand guard will, himself, have previously caused them to be searched and questioned relative to whatever may be of *immediate importance to his post.*

31. The bearer of a flag of truce, and his trumpeter, &c. will always be stopped by the first sentinel whom they may approach, who will cause them to halt, and face about from the post and the army, and, if necessary, they will be directed to place bandages about their eyes. A non-commissioned officer, at least, ought to remain with them, as well to cause an obedience to those directions as to avoid the indiscretion of sentinels, and further, to seek, by adroit replies, to deceive the curiosity of those persons, whose secret and principal object may be to make a *reconnoissance* under the protection of a flag.

32. The bearer of a flag of truce, who presents himself in a proper manner, and who obeys the necessary directions given him, will be treated with the greatest civility by all persons belonging to the army. A written acknowledgment having been given by the commander of the grand guard of the letters or packages brought, the bearer of the flag, &c. will be immediately dismissed; after which, if he is found loitering or reconnoitring about the outposts, he will be treated as having dishonored his flag. The letters or packages will be promptly sent, through the *field officer of the day*, to general head-quarters.

33. The moment that an enemy approaches a guard it will commence the attack, and keep its position, if he is not in too great force, or the guard is not in danger of being cut off. In the latter case it may take a new position, and make all necessary movements to resist and delay his march, combating in close or open order to effect those objects. Finally, when sufficient time has been given for the army to take up its order of battle, and the enemy continues to *force in* the guard, it will join its regiment or regiments.

34. A guard placed in some enclosed post, or in an important defile, with *special* instructions to resist to the utmost, will not fall back or change position on the approach of even an overwhelming force, but will hold firm, and risk every thing by the most stubborn resistance, with a just reliance on timely support, and the highest approbation.

35. The posts about an army in the field ought not to be intrenched, unless the army is acting purely on the defensive; or, unless it be to cover certain weak points, or points which the enemy cannot avoid in attacking or pursuing, if he is successful; or, finally, unless it be to close a defile, or in a mountainous country.

36. Under either of these circumstances an enclosed post would become united to the army, and enter, necessarily, into its plan of general operations. Consequently, every intrenchment that requires artillery ought to become a post; to receive a guard or garrison; and a particular commander not subject to be daily relieved.

37. Such post will only be established according to the orders of the general of division, under the sanction of the general-in-chief; the former giving to the particular commander written instructions relative to its defence, and the circumstances under which the defence may cease.

38. After the commander has thoroughly examined the interior and exterior of his post, he will distribute the service and the ground among his officers, &c., establish a reserve, and give the necessary instructions for every

case that can be foreseen. He will suppose an attack, and will dispose his garrison for defence, to the end of being the better prepared for a real attack, whether by day or by night.

39. In dark or foggy weather he will change the hour and direction of his patroles, and at no time suffer a flag of truce, a deserter, or a stranger to enter his post. If it be necessary to let a flag pass by or through, he will first cause a bandage to be placed about the bearer's eyes. Deserters will be treated in a similar manner, if permitted to enter or to pass. He will not suffer to enter even a guard sent to relieve him, until he has carefully examined it beyond the post.

40. If his post is attacked, he will act without waiting for orders, and without calling a council, as he alone will be responsible for the determinations which he may take.

41. If, after employing all the means under him, and all the resources of his genius, to repel the enemy; if, after exhausting his ammunition and subsistence, or losing the greater part of his men, and all hopes of succor have vanished, he is at length compelled to give over the defence of the post confided to him, there will still remain one gallant effort more which he will not fail to attempt, to wit, to surprise some one of the posts by which he is surrounded, and thus seek to regain the army. (See the 52d and 59th articles of the Rules and Articles of War.)

42. Grand guards will be instructed to march to their posts, if very near the enemy, without music, and to pay no compliments in their posts. Neither will their sentinels, under the same circumstances, take any complimentary notice of officers passing near them.

Article 53.—*Marches.*

1. The object of the movement and the nature of the ground will determine the order of the march, the number of the columns, and also the relative number of troops composing them.

2. In general, the greater the number of columns the better, provided that the distance between them be such that they can mutually communicate with and sustain each other—that is, readily unite in case of need.

3. The force and composition of the advanced guard (formed of companies or battalions of light troops) will be regulated according to the relative position of the enemy. These troops will be destined to cover the movements of the column to which they appertain, and to arrest the enemy until the general may have had time to make his dispositions. The advanced guard will not always be at the head of the column; in a march to a flank, for instance, it will seize and occupy, in succession, the positions which may serve to cover the column.

4. The *long roll*, or *to arms*, will never be sounded but when the whole of the troops are to form suddenly to meet the enemy. In this case, the first company formed will hasten to the colors, and the police guard, excepting a detachment to guard the prisoners, and guards of honor, will rejoin their companies. Other guards will not fall in unless specially ordered.

5. When the army or the corps is to march under other circumstances, the *assembly* will be substituted for repairing to the colors. It will be preceded by the *générale* for striking tents, loading wagons or bat horses, calling in guards, extinguishing fires, &c. &c. The straw, &c. of the old camp will not be fired, as it might serve to indicate the movement to the enemy.

6. Those dispositions will be executed with the greatest promptitude. If the chief of some corps is absent, the next in rank present will take his place and commence the march.

7. The generals will, when necessary, unite the pioneers at the heads of columns, to smooth difficulties in the way of the march, and send forward a quartermaster, or other staff officer, to superintend those operations.

8. In bad roads, and particularly in night marches, it will frequently be necessary to post corporals or mounted men to mark the way, or to advertise the troops of the direction of the march and of difficulties to be avoided. The corporals, or other men employed for those purposes, will, for distinction, be called *jalonneurs*. They will be posted or relieved by company, or as often as may be necessary, under the direction of the regimental quartermasters, the adjutants, or other officers, and without interrupting the march.

9. The generals and other field officers will cause knapsacks, valises, and havresacks to be frequently searched on the march, in order to throw away every thing found about the men exceeding what is prescribed, and further to furnish them, if necessary.

10. In passing through a city or village, there will be left behind, by battalion, in succession, an officer and a certain number of non-commissioned officers, to prevent the men from straggling and loitering behind.

11. When necessary, the commander of the column will, in addition to the above dispositions, cause a platoon or company towards the rear to be detached from the column, as a rear guard, to force up stragglers. Under important circumstances, he will cause one or more non-commissioned officers per regiment to be attached to this guard to aid it in that duty. The guard will also be particularly instructed to prevent marauding, even in an enemy's country. If taken in the fact, the marauder will be sent to his corps with the proper charge, in order that he may be severely and publicly punished for the infamous offence. (See the 52d and 54th articles of war.)

12. The generals and colonels will occasionally halt till their columns have passed, in order to see whether the proper distances are observed. They will frequently send an aid-de-camp or other staff officer to the rear for the same purpose, on whose report the march may be regulated.

13. In passing defiles or obstacles, the troops which first pass will successively relax their pace, or even halt, if necessary, to give time to those in the rear to regain their distances. Each division will reform after passing, before accelerating its march to rejoin the column.

14. The column will halt as often as the object of the march and the distance to be made will permit. Halts serve the double purpose of resting and reforming the troops. In marches, and at those temporary halts, the troops pay no honors, except as in article 11, which see.

15. Officers' led saddle horses will follow the regiments of the owners; the same of the horses of the dismounted men in the cavalry. Bat horses and others will be with the wagons, under the orders of the conductors of the trains. They ought not to be permitted to accompany the columns.

16. When it can be avoided, troops, preparatory to taking up the line of march, will not be assembled in ways, routes, or other places, so as to interrupt the movements of the other troops. The generals of divisions will each send a staff officer in advance to the rendezvous appointed, to receive the corps as they arrive. Each corps, when others are to come up, or are already at the rendezvous, will take its habitual position in the order of battle or of march, unless a different one be specially assigned.

17. The time of commencing the march for each corps, when several are to take the same route, will be regulated by the general-in-chief, or the senior general present, in case the former has not given his orders on the subject.

18. In marches in the interior, when the immediate object is simply to overcome distance, corps larger than regiments may be broken into regiments, and the latter follow each other at intervals, say of twelve or twenty-four hours. If the troops are without tents, the same rule will be applied to the companies of a regiment, in order to increase the chance of finding shelter at night for all the companies.

19. In the interior troops will be generally furnished with *routes*, specifying the place on the route where subsistence, forage, &c. may be found; and, whether these supplies be previously provided or not, the commander of the corps or detachment will send forward every morning a quartermaster, or some other agent, to prepare for the arrival of the troops and their wants.

ARTICLE 54.—*Battles, general dispositions.*

1. It will not here be attempted to fix, with precision, the manner of disposing of an army in the field of battle, as such dispositions ought to vary according to the respective numbers and kinds of troops opposed to each other, the nature of the war and of the ground, and, finally, to the particular objects in view; nevertheless, certain bases will be laid down not to be departed from except under peculiar circumstances.

2. The advance guard ought to be preceded in marches and attacks by its *tirailleurs*, (that is, marksmen or skirmishers,) to occupy, to harass, to disconcert the enemy; to repel *his tirailleurs;* to reconnoitre the passes leading to him; the position he occupies; and, finally, to open the way to victory.

3. After overthrowing the enemy's outposts, this guard will occupy, in advancing, the principal points which may serve to cover and to facilitate the march of the corps to which it appertains, as well as the points the possession of which may be necessary in case of retreat, such as bridges, defiles, stone houses, woods, and heights. Those objects accomplished, it will complete its chain of *tirailleurs*, and attempt, without committing itself, such attacks as may serve to occupy the enemy, and to deceive him as to the march and the projects of the corps which follow.

4. Those small detachments left behind in advancing will rejoin the guard when other troops come up to them. If a position be taken by the line, and the advanced guard be separated from it by heights or by defiles, in order to preserve a union with the guard, such points ought to be occupied by troops drawn from the line.

5. When sufficiently near the enemy, the troops will be drawn up in a number of lines, according to the force of the column or columns, with some battalions placed behind the wings of the first.

6. The lines may be composed of troops in column and troops in the order of battle, according to the ground, the demonstrations made, or the attacks projected; but, in general, troops which have to advance some distance before attacking, and not exposed to a direct fire from the enemy's batteries, ought to be held in column, ready to advance or to display according to circumstances.

7. In order not to confound the advance guard with the other troops, after the battle opens the former will take position on the flanks, or in the intervals, in the villages or houses, on heights, behind advanced fences, &c. &c., taking care not to intercept the fire of the troops, and also to preserve a unity of design with them.

8. The *reserve* will be in the rear of the centre, or behind the points deemed the most important. As far as practicable it will be composed of the *elite*, both of foot and of cavalry, with a view to celerity. The object of a reserve is, to finish the defeat of the enemy; to re-establish a lost battle, or to cover a retreat.

9. The cavalry ought to be divided between the two wings, and placed in *echellon* if the ground be favorable to its operations in those directions. Vigor, swiftness, and to *turn the enemy*, will be recommended to it; also, rather to *give* than *receive* the charge; and, in order to preserve the superiority of shock given by its totality and unity, not to commence the gallop until within a hundred paces of the enemy.

10. The commandant-in-chief of the artillery, or the superior officer of that arm, attached to a *corps d'armée*, division, &c. will distribute his batteries along the front of the line; on the flanks, or in the intervals, according to the ground, or the orders he may have received—holding himself, personally, where his presence may be the most necessary. The artillery will be employed to extinguish the fires of the enemy's batteries which cover the chosen point of attack. In defence, it will direct its fire against the troops most in advance, and in both cases the fire will be united as much as possible; it being terrible and destructive only when concentrated.

11. In battles, and military operations in general, one ought always seek to take the *lead*, that is, to reduce the enemy to the defensive. As there seldom is more than one important and decisive point to be chosen in the enemy's position, this should be early selected, and every disposition made to attack it suddenly with a superior force; which may very well be done, without a nice regard to the relative numbers of the two armies, by covering the preparatives with false attacks; by presenting on the refused points columns which may afterwards be carried with rapidity to the true point of attack; by uniting in the same end troops concealed from the view of the enemy, whether by favor of the ground, trees, houses, &c. &c. or by a cloud of active *tirailleurs;* in short, by amusing or holding in check a larger portion of the enemy by a smaller number of the army.

12. Defence, like attack, has its important point. Every thing depends on a just knowledge of it. It is that where the enemy would have to make the least effort, whether to overturn one corps or another, or to pierce the centre, in order to carry himself on a point of communication, or of retreat, in the rear.

13. Besides the dispositions which ought to be made, relative to the probable design of the enemy, it is necessary to secure the wings by placing in *echellons* some battalions or squadrons behind them, if the ground does not afford that security. But the defence once well established, that is, the danger of being *cut* or *turned* having ceased, the army ought to assume the *offensive*, as the most certain means of disconcerting the enemy in his plans; of giving confidence to the troops; in short, of securing victory.

14. To guard against a reverse, it is important never to hazard an attack without having one's communications and retreat assured; accordingly, at the same time that the dispositions for the attack are prescribed, those to be followed in case of non-success, or retreat, ought also to be given. Thus will be indicated, in advance, the movements which the several corps, down to regiments inclusive, may have to make under the different contingencies which may arise; and the positions which they ought successively to seize and to occupy. But, however fully the general-in-chief may enter into the details of the day, to provide for probable or even possible results, yet as he cannot be every where, nor foresee every thing, the subordinate commanders may, according to circumstances, vary those dispositions, acting always in strict conformity to the general plan of battle, or in harmony with the other corps.

15. The Government expects that *corps d'armée*, divisions, and brigades, will, under the circumstances above supposed, (that is, in unforeseen cases,) give to each other a mutual support; as it would not acknowledge as an advantage, but would regard as culpable, the partial success that one corps might obtain in the place of preventing the total loss of another.

16. In the event of success, the light troops only will pursue with celerity. The others will re-establish order in the ranks, and then follow in quick or accelerated time, according to circumstances, but always with the ranks closed, and well aligned; ready to receive the enemy.

17. The general-in-chief, and other commanders, will, as far as possible, indicate, before the attack, the points where they may be personally found during the action; and in case a commander is thrown *hors de combat*, the circumstance ought to be promptly notified to the officer next below in rank, and the one next above, by an aid-de-camp, if a general, or the adjutant, in the case of his colonel.

18. To keep a general well informed of the actual situation of the corps not immediately under his eye, during an engagement, staff officers ought to be directed, successively, to follow their movements, and to report, from time to time, to the chief.

19. All commissioned and non-commissioned officers will compel those inferior to them to remain steady in the ranks during an action, and not suffer any inferior to dishonor the American name by quitting his post to despoil the dead or wounded. (See the 52d article of the Rules and Articles of War.) The quitting the ranks under the pretence of carrying off the wounded is the ordinary refuge of the cowardly, and ought never to be tolerated. (For the service of field, or flying hospitals, see art. 55.)

20. The senior officers of the artillery will, after the battle, send to collect the artillery, arms, and accoutrements left on the field.

21. A written report of the day will be made by the several commanders, including those of battalions and squadrons, to their respective chiefs, each in what concerns his corps. From the reports of those next below him, corroborated or corrected by his own observations, and those of his staff, the general-in-chief will make his detailed report to the Secretary of War, and put in orders the name of every individual, without regard to rank, who may have distinguished himself in an extraordinary manner.

22. As reports and orders relative to battles, and other military operations, constitute, in the case of subordinates, the foundation of military fame, and this fame the principal reward of merit, too much care cannot be observed by the general-in-chief in collecting information, before he offers the names of his companions in arms to the notice of Government, and the admiration of the country. Justice and policy equally require that the names of individuals or of corps failing to do their duty, should be given in like manner. Indeed, reports of military affairs are highly defective which do not notice faults committed as well as strokes of extraordinary courage or genius exhibited.

23. To enable the general-in-chief to execute, with impartiality and fidelity, this high and delicate trust, his first despatch to the Government ought, briefly and simply, to state the general and more important results of the affair; making his detailed report afterwards on full deliberation.

24. Private letters, or reports, relative to military marches and operations, are frequently mischievous in design, and always disgraceful to the army. They are, therefore, strictly forbidden, and any officer found guilty of making such report for publication, without special permission, or of placing the writing beyond his control, so that it finds its way to the press, within one month after the termination of the campaign to which it relates shall be dismissed from the service.

Article 55.—*Field hospitals.*

1. Besides the temporary or stationary hospitals established in the neighborhood of an army for the reception of the sick, &c. there shall be organized, by the medical director attached to general head-quarters, *field*, or *moveable hospitals*, to follow the corps during operations, and to give to the wounded the most prompt assistance.

2. For these purposes, the medical officers, &c. will be organized into a field depot, divisions, sections, and a flying hospital; the extent of each to correspond with the corps to which it is attached.

3. On the day of a battle, the field depot shall be placed, as near as may be, behind the centre of the army, and as near the line as practicable, without compromising its safety. The divisions will, in like manner, be posted behind the wings of the army, or the principal operating columns; the sections will follow the smaller or detached corps, or will be held in readiness near points at which partial shocks may be expected. The flying hospital will be with the advance guard; the surgeons, &c. lightly mounted and equipped, ready to fly to the points where the action is hottest, and to afford the earliest succor to the wounded.

4. The medical director will, in concert with the quartermaster general, cause a suitable number of light wagons and attendants to be attached to the several parts of the field hospital, each detachment under the conduct of an officer or agent of the quartermaster's department. When practicable, these attendants will be selected from the country people.

5. The field depot and the divisions will be provided with a sufficient number of litters, &c. for the removal of the wounded to the stationary or general hospitals in the rear. They will also be furnished with cases of instruments, blankets, some brandy, wine, vinegar, salt, bread, &c. &c. &c. Most of these aids and supplies will be equally necessary to the sections and flying hospital, and will be furnished accordingly.

6. As soon as the action commences, the field depot and divisions will be ready to receive the wounded, and hold displayed their instruments, medicaments, &c. &c. (For permanent or stationary hospitals, see art. 73.)

Article 56.—*Convoys and their escorts.*

1. The force and composition of the escort of a convoy will be calculated according to the nature of the convoy, the danger of attack, and the country through which it has to pass. If it be a convoy of powder the escort should be more numerous, in order that the defence of it, in case of attack, may not be so near the wagons, &c. as to risk explosion.

2. As often as possible there will be attached to large convoys, pioneers, or fatigue parties, with proper tools, as well to remove difficulties in the roads, as to repair the wagons, &c. With a view to the latter, every convoy should be furnished with spare wheels, spare axles, and the like.

3. The officer charged with organizing and putting a convoy in march will give to the commander detailed written instructions for his Government. The escort, in reference to the roster, will be considered as a detachment.

4. When an artillery officer is present with an escort of a convoy, consisting of ammunition or powder, the commandant, if of a different corps, ought to advise with him as to the order of marching and parking the carriages, and also as to the sentinels necessary to prevent accidents.

5. The caissons and other ammunition carriages, also those which contain the tools and spare pieces of carriages, will form the first division, or the one most remote from the enemy; next the travelling-forges, provision wagons, &c. &c. dividing the whole number of carriages, if it be a considerable convoy, into a suitable number of divisions; obliging those of each division to follow in close order, that is, at the distance of four paces apart, and preserving the distance prescribed between the divisions.

6. Prudence ought to be the principal quality of the commandant. He will regulate his march according to the proximity of the enemy, their respective force, the nature of the ground, &c. Before marching, he will seek to obtain the best information on those points, and afterwards push his reconnoitring parties as far in advance as circumstances may permit.

7. On discovering the enemy, those parties will report to the commandant, take a position, and wait for the approach of the column, or for orders. On resuming the march, they will throw out *tirailleurs* to scour the road sides, woods, hollow ways, &c.

8. If the head of the column is threatened, the commandant will advance with his principal corps, leaving only small detachments on the other points; occupying, as he advances, the defiles and other positions where the enemy might attack the column to advantage. To be master of those before the enemy, he will send forward an advance guard, and when he comes up with the latter, wait with the principal corps until the head of the column rejoins him.

9. If the rear of the convoy should be threatened, similar measures would be adopted. In this case, to multiply obstacles in the way of pursuit, it would be important to destroy the bridges left behind, to choke up the roads, &c. Near the enemy, villages are always to be considered as defiles, and consequently not entered until every precaution is taken.

10. If the country is open, the principal corps will habitually remain about the centre of the column, when small advance and rear guards will be sufficient.

11. If the flanks are threatened, the ground difficult of access, or broken, and there are several defiles to pass, the defence of the convoy would be more difficult. In this case, the principal corps would occupy, in advance, the positions which serve to cover the convoy, and hold them until the rear of the latter passes.

12. It will frequently be useful, when threatened, and the width of the road will permit, to diminish the ground to be defended, by causing the carriages to form in double column, and in that order to pursue the march.

13. If a carriage is overturned, it must be promptly unloaded and set on its wheels; if broken, and the spare pieces to repair it are not at hand, it will be thrown aside the column, and the load divided among the other carriages.

14. During the night the convoy will be *parked*, and the necessary sentinels and outposts established.

15. If the enemy is announced and is in force, the commandant will promptly cause the carriages to be parked in the form of a square or triangle, the horses inside. If the ground is unfavorable, he will double the files of carriages, to diminish the space to be defended. The drivers ought to be on foot, and at the horses' heads, the better to govern them. These persons will be held strictly to their duty. (See Articles of War.)

16. The *tirailleurs* thrown out for the purpose will hold the enemy at a distance as long as possible. If it becomes necessary to sustain them, the commandant will do it with the greatest circumspection, as it is important to hold his principal corps prepared for the moment and the point at which the enemy may be expected to make his greatest effort.

17. Although it is prudent for an escort to avoid combat as much as possible, yet, if the enemy seizes, by anticipation, a defile or position which commands the route, it would be necessary, after leaving suitable detachments with the column, to attack him with vigor. In this case, the column would remain at a halt until the defile or position be carried.

18. If the convoy is fired when in park, every exertion will be promptly made to remove the carriages in flames. If this cannot be done, the others to the leeward should be removed, beginning with those loaded with ammunition or powder. In march, the carriages fired would be overturned by the way.

19. It may happen that, by delivering a part of the convoy to pillage, the remainder may be saved. This, the commander may do under an extreme necessity; saving the carriages charged with ammunition and subsistence in preference.

20. When, in consequence of a very great superiority on the part of the enemy, and the duration of the combat, the commandant has lost the greater part of the escort, or, being attacked on all sides, he finds himself no longer able to resist, and that in the one case or the other, he is without hope of succor, he ought to cause the convoy to be fired, and, with the whole of his detachment united, seek to make good his retreat by cutting his way through the enemy.

Article 57.—*Baggage train.*

1. The necessaries of officers have already been limited and regulated, (see article 46;) but the camp equipage, as tents of officers and corps, cannot be reduced to equal certainty. The quartermaster general will, therefore, under the orders of the general-in-chief, furnish wagons, or bat horses, in proportion to the necessaries allowed under the above-cited article, and in proportion to the camp equipage supplied by the Government, and permitted by the general-in-chief, as indispensably necessary to the comfort of the officers and troops.

2. The trains belonging to the general head-quarters and the head-quarters of army corps, will be confided to the several wagon-masters attached to those quarters respectively. The generals of divisions and brigades will appoint sergeants for the trains of their respective head-quarters.

3. The train of each regiment will be under the conduct of the quartermaster sergeant or some other sergeant; that of a brigade under the conduct of a wagon-master, with authority over the sergeants; and when the several trains of a division are united the senior wagon-master shall have charge of the whole, if there be not some superior officer of the quartermaster general's department designated for that duty.

4. Those several conductors of trains shall be responsible to the quartermaster general, or the superior officer of his department, for the prescribed order of march and of parking, and for the conduct of all inferiors under them respectively, including sutlers, drivers, and servants.

5. The wagons and bat horses contemplated in this article, and those in par. 2, art. 46, together with officers' spare or led horses, and horses and carriages belonging to the corps or to the United States, constitute the baggage train of an army. None others will be allowed to enter or march with it, without special permission from general head-quarters.

6. The trains of general head-quarters, the head-quarters of army corps and of divisions may, when in march, have a guard of infantry proportioned to the number of sentinels necessary for the night, which will be regulated by each particular chief of the staff, under the approbation of his general. In the cavalry, this service would be assigned to the dismounted men in preference, and, in every case where it is practicable, generals who keep guards of honor will rather detach sentinels from those guards to protect their baggage during the night than cause a distinct detail to be made for this purpose.

7. The trains of brigadiers will be served and protected in march by the men attached to the trains of the first regiments in their respective brigades. The regimental trains will be guarded in march, as far as practicable, by convalescents or men non-effective in the ranks, and in the cavalry by those who are dismounted.

8. When the trains are to be escorted with a view to defence they will then fall under the nature of convoys, and the wagon-masters and other conductors will be under the orders of the commanders of the escorts. (See art. 56.)

9. The several trains will march in an order analogous to the rank of the generals, and that of the corps to which they belong. The wagons, &c. charged with the general supplies of the army will have a place specially assigned them.

10. Great care will be taken to prevent the trains from cutting or intercepting the march of the troops, and in no case will they be allowed to occupy a place in the midst of a column. Habitually, the divisions will be followed by their trains, which will be united at the rendezvous of the brigades. If it is otherwise ordered, the instructions given for the movements of the divisions, brigades, and regiments, will regulate for each of those corps what may concern the union and direction of their trains.

ARTICLE 58.—*General Police.*

1. When it shall become necessary in the opinion of the general-in-chief, a provost guard for the army, or one for each army corps or division, may be detailed, each of which, under a provost marshal, shall receive in relief of the regimental police guards such convicts and other prisoners with the army as may be confined for the graver offences; or such prisoners in general as may be committed to it. (See the 80th article of the Rules and Articles of War.)

2. Provost guards will be detailed from brigades in succession, and relieved with other guards unless otherwise ordered. Their force and composition will be proportioned to the number of prisoners to be guarded. In respect to the roster, provost guards will be classed with other police guards.

3. Private servants will not be allowed to wear the uniform of any of the corps of the army; but in order that they may be known, each will be bound to carry about him, at all times, a certificate signed by the officer who employs him. The regimental officers' certificates given to their servants will be countersigned by the colonel. Out of regiments certificates of character given by officers under the rank of colonel, will be countersigned by the chiefs of the staff of the corps to which the officers are attached. Each certificate will contain a description of the person of the servant who bears it, and shall be recalled if the servant is discharged.

4. Washerwomen in the proportion authorized per company, and other laundresses permitted to follow the army, will be furnished with certificates stating them to be such, signed as in the preceding paragraph; and no woman of bad character will be allowed to follow the army.

5. Other persons with the army, and not officers or soldiers, such as guides of the country, interpreters, &c. will carry about them similar attestations from the head-quarters that employs them.

6. Deserters from the enemy, after being interrogated, will be secured for some days, lest they should be spies in disguise; and as opportunities offer sent off to the rear; after which, if they are found lurking about the army or attempting to return to the enemy, they will be treated with severity.

7. The arms and accoutrements of deserters will be remitted to the quartermaster or quartermaster general, on account of the Government, and their horses to the corps in want of them, after being branded with the letters "U. S." The compensation to be accorded to deserters for such objects will be according to appraisement, made under the orders of the quartermaster's department.

8. The enlistment of deserters, without express permission from general head-quarters, is prohibited. For the conduct, &c. of prisoners of war, see article 60.

9. As a special security, any general-in-chief, general of an army, corps, or division, is authorized to give *safe-guards* to hospitals, public establishments of instruction, of religion, or of charity, also to mills, post offices, and the like. They may, further, give them to individuals whom it is the particular interest of the army to protect.

10. "Whosoever, belonging to the armies of the United States, employed in foreign parts, shall force a safe-guard, shall suffer death," (article of war.) Within our own country, persons and property are, at all times, and under all circumstances, under the safe-guard of the laws; and wantonly to abuse the inhabitants, or to injure their possessions, even in foreign parts, and in the absence of special safe-guards, would be highly disgraceful to the army, and injurious to the American name. Offences of this character will, therefore, always be punished with rigor. (See —— articles of the Rules and Articles of War.)

11. A safe-guard may consist of one or more men of fidelity and firmness, generally non-effective sergeants or corporals, furnished with a printed or written paper, purporting the character and object of the guard; or it may consist of such paper only, delivered to the inhabitant of the country, whose house, &c. it is designed to protect. To disrespect such paper, when produced, constitutes the offence, and incurs the penalty mentioned in the article, &c. above cited.

12. The men left with a safe-guard may require, of the persons for whose benefit they are so left, reasonable subsistence and lodging; and the neighboring inhabitants will be held responsible by the army for any violence done them.

13. The bearers of a safe-guard left by one corps, may be replaced by the corps that follows; and if the country is evacuated, they will be recalled; or they may be instructed to wait for the arrival of the enemy, and demand of him a safe conduct to the outposts of the army.

14. The following form will be used:

SAFE-GUARD.

BY AUTHORITY OF MAJOR GEN. ———— (or Brigadier Gen. ————.)

The person, the family, and the property of ———, (or such a college, and the persons and things belonging to it; such a mill, &c.) *are placed under the safe-guard of the army of the United States. To offer any violence or injury to them is expressly forbidden; on the contrary, it is ordered that safety and protection be given to him, or them, in case of need.*

Done at the head-quarters of ————, this — day of ———, 18—.

The foregoing will be filled up and signed by the general, and countersigned by the chief of his staff.

15. Forms of safe-guards ought to be printed in blank, headed by the article of war relative thereto, and held ready to be filled up, as occasions may offer. A duplicate, &c. in each case, might be affixed to the houses, or edifices, to which they relate.

16. The purchase of horses in the enemy's country, occupied by the army, of persons not well known, is forbidden. If it is ascertained, afterwards, that a horse so purchased was stolen, he shall be restored *gratis*, as a punishment for the neglect of the above injunction.

ARTICLE 59.—*Sutlers in the field.*

1. The number of sutlers, of sutlers' wagons, and horses in the field, shall not exceed the following proportion; but the number may be reduced at the discretion of the general-in-chief, to wit: For general head-quarters, the head-quarters of an army corps, or of a division, one sutler each, with a wagon drawn by four horses; for the head-quarters of a brigade, one sutler, with a wagon drawn by two horses; and for every regiment, one sutler, with a wagon drawn by four horses; each sutler, of course, to find his own wagon and horses.

2. For the appointment and government of regimental sutlers, see article 41. The other sutlers will each, on the recommendation of the general to whose quarters he is attached, be furnished with a certificate of the privilege accorded, signed (by order) by the chief of the general staff.

3. A sutler of one regiment shall not sell, either for cash or on credit, any article to an enlisted soldier of a different regiment, having a sutler present, without the sanction of the commander of the latter regiment. A similar restriction is extended to the sutlers at the head-quarters of corps greater than a regiment.

4. Every sutler will be bound to have his wagon, stall, or shop, conspicuously marked thus: "Sutler, general head-quarters;" "Sutler, 1st brigade, 1st division," &c.; "Sutler, 25th infantry," and the like.

5. The stalls, shops, and wagons of sutlers will be frequently inspected, in order to detect prohibited articles, pillage, &c.

6. Nothing in this article shall be construed as prohibiting the general-in-chief from granting permission to persons, other than sutlers, to bring occasional supplies of necessaries and comforts within the chain of sentinels.

Article 60.—*Prisoners of war.*

1. Prisoners taken from the enemy, from the moment that they yield themselves, and as long as they obey the necessary orders given them, are under the safe-guard of the national faith and honor. They will be treated at all times with every indulgence not inconsistent with their safe-keeping, and with good order among them. Officers in whose power they are will bear in mind, and recall to the recollection of the soldier, that courage is honored by generosity; and it is expected that the American army will always be slow to retaliate, on the unarmed, acts of rigor or cruelty committed by the enemy, in the charitable hope of recalling the latter to a sense of justice and humanity by a magnanimous forbearance.

2. Prisoners will be promptly disarmed, and escorted to some place of safety in the rear. They will be reported from head-quarters to head-quarters, as soon as the action is over, or as soon as practicable, in order that they may be sent off to the depots destined to receive them, and that a return of them may be made to the War Department. This return will specify rank, number, and corps.

3. Wounded prisoners will be treated with the same cares as the wounded of the army, and other prisoners will be subsisted at the rate of one ration each, (excepting the liquor part of the ration,) without regard to rank. The general treatment of prisoners, under the head of *administration*, as clothing, pay, &c. will depend on particular conventions made with the enemy relative thereto.

4. The ordnance, carriages, horses, and other public property, captured, and the arms, accoutrements, and horses, of the prisoners, will be remitted to the proper accounting officers or departments, on account of the Government. The horses will be branded with the letters "U. S." before they are distributed among the corps in want of them. The officers' arms will be restored to them, together with their private effects, as soon as practicable; but officers' horses need not be returned, as they are not *necessaries*, and it being understood that they will be indemnified therefor by their own Government.

5. The persons to be considered as prisoners of war, and those to be released as non-combatants, together with the exchange of the former, will depend on the conventions or cartels agreed upon by the belligerents; or, in the absence of such agreements, on the usages of war, the example of the enemy, and the particular instructions given by the Government to the commanders of the American forces.

6. Prisoners of war, in depot, if numerous, will be organized into battalions, and placed under a proper number of non-commissioned officers, selected from their own body, who will be charged with the interior police of the battalions and companies; subject, of course, to the orders of the commander of the depot.

7. The officers among the prisoners will not, in general, be confined with the other prisoners. The general-in-chief, or the commander of a depot, may, according to instructions, and the deportment of the officers, give them permission to repair, without escort, to such places, and by such routes, as may be designated; taking from each his *parole* in writing, binding him to act accordingly.

8. Every such officer who violates his parole; that is, who shall depart from the route prescribed, or the limits assigned him; or who, being permitted to return to his own country, shall serve again against the United States or their allies, before exchanged, or in violation of his parole given, every such officer being retaken, shall at least be put and kept in irons, and may be otherwise punished, according to the particular circumstances of the case, the instructions of the Government, and the usages of war.

Article 61.—*Distributions.*

1. Under this head will be comprehended the *mode* of issuing and of receiving rations of subsistence, forage, straw, wood, &c. or the *service* of these supplies as it respects the troops.

2. As to the formation, and the placing of magazines to anticipate the particular or the general wants of the army in the field; these are preparatives which will depend on the plans and the foresight of the Government or the general-in-chief, and which enter too much into the greater operations of war to be treated of in this place.

3. To confine, then, this article to its proper limits, it may be stated that, as subsistence of some sort is indispensable to life, so is it important to the health and the cheerfulness of the troops, and, by consequence, to their efficiency, that they, at all times, receive the full allowance of provision accorded to them by the Government, in good condition, and with regularity; but more particularly on the approach of battles, or at halts after long or fatiguing marches.

4. These objects will, therefore, command and receive the undivided attention of the commissary general of subsistence, and a large portion of that of the general-in-chief, of commanders of corps, and of the quartermaster general, each within his sphere.

5. The same place of distribution may be specified for a particular army corps, but preferably for a particular division or brigade, from the head-quarters of which a staff officer will be detached to cause justice to be done, on the spot, to the several component regiments or corps in the issues made to them.

6. With a view to promptitude, and to diminish the fatigue of the troops, the bread-wagons, &c., ought, as often as possible, to be brought behind and near the corps which are to participate in the distribution.

7. The quartermaster-sergeant of each regiment, with a suitable number of men per company, furnished with the proper returns, (see art.— and ——,) will repair to the place of distribution at the hour specified. If the field and staff are to participate in it, some additional men would be added to the detail.

8. These fatigue parties will be conducted as a relief detached from a guard, (see par.—, art.——,) it being a principle that men on duty, with or without arms, and not encumbered with burthens, as wood, straw, and the like, shall always be formed and marched in military order.

9. The quartermaster, or some other officer substituted by the commander, will always be present at distributions in which his regiment is interested, to judge of the quantity and quality of the supplies or allowances tendered;

and, in case of deficiency under either head, to make the proper remonstrance on the spot, or, if without effect, to report the circumstances promptly to his commander, in order that the report may pass, from head-quarters to head-quarters, until it reaches the authority competent to apply a corrective: officers being expressly forbidden to redress themselves or regiment by a resort to violence.

10. In general, bread, salt meat, and the smaller part of the men's rations, will be issued four days in advance.

11. The use of blankets for the carriage of the men's subsistence is a proof of a want of decency and economy. A sack at least per company ought to be substituted, and at the expense of the company when not furnished by the Government.

12. When practicable, supplies or allowances may be issued per company, and in mass, at the place of general distribution. The interior distribution per company will afterwards be made to the squads by lot.

13. In any particular corps, the regiments composing it will be served, commencing with the highest and the lowest numbers, alternately, and going through the series each way, unless some particular regiment is to march before the others, in which case *that* would be the first served; but a regiment, the first in the above order, shall not have a right to stop an issue to another regiment commenced before the arrival of the party of the first. A like principle will be applied to the companies of the same regiment, when the regiment is served in mass.

14. The foregoing presupposes an ample supply for all the corps; but should a contrary case arise, the same deduction would be made from the full allowance of each individual, according to a previous calculation made by the issuing department in question.

Article 62.—*Sieges.*

1. A siege is here supposed to be conducted by two divisions of infantry and a brigade of cavalry. This example will serve for a greater or smaller number of divisions, or even for a brigade, substituting in the latter case colonels in the place of generals for the duties of the trenches.

2. The generals of divisions and of brigades will alternate together for the duties of the trenches. There will be one or more of them detailed daily for this service, according to the extent of the trenches and number of attacks.

3. Their duties will be to dispose the troops so as to protect the operations going on; to defend them in case of attack; and to maintain good order, &c. among the troops of every arm employed in the batteries or in the trenches. Each of these generals will have put at his disposal a certain number of staff officers, in addition to his aids-de-camp, to transmit orders, and to superintend the details of the day.

4. According to the orders of the general-in-chief, the commandant-in-chief of engineers will draw up the general plan of the siege, with the necessary developments.

5. This projet will be discussed first by the commandant-in-chief of engineers, with the commandant-in-chief of artillery, when they will make their common report (or each a separate one) to the general-in-chief, who will order it to be carried into execution, or make such previous alterations in it as he may judge proper. The same course will be pursued as often as the more important events of the siege may render a change of the original plan necessary.

6. In the daily service of the trenches, the superior officer of the engineers on duty there will propose, in like manner, to the general of the trenches the measures proper to carry into effect the general project. The general of the trenches will approve or modify those propositions, and cause them to be executed.

7. The encampment of the troops, and the service interior and exterior of the camp, will remain as habitual; but the service of the siege will be particular, and as follows:

8. The service of the trenches will be daily, and by battalion; and, in order that each may participate therein, and that the line may not be too much weakened at any one point, if only one battalion be required for the trenches, this shall be the first of each brigade, successively, next the second, and so on alternately. If two battalions be wanted, each division will furnish one in the same order; if three, the divisions will furnish the third battalion in rotation; and if four, each division will furnish two, the chiefs of the staffs making the details accordingly.

9. The battalions will be posted at the trenches in a manner corresponding with their places in the habitual order of battle. They will be detailed the over night, and those which mount will only leave in camp the men necessary for the ordinary police guards, which ought, in this case, to be composed of individuals the least fitted for the trenches.

10. When the general-in-chief, or the general of the trenches, makes a visit to the trenches, the troops not engaged in the labors will form themselves behind the banquet, and rest on their arms. No other honors shall be rendered at the trenches.

11. The troops the first to mount in the trenches will march without noise; and those which follow will avoid every thing that would attract the attention of the enemy, varying for this purpose the hour of relieving, as may be necessary.

12. The colors will remain at the camp, except when the battalions march to repel a sortie, or to give the assault. In these cases, they will be unfurled only when the general-in-chief shall so expressly order.

13. The troops to be relieved will send non-commissioned officers (or officers) to the openings of the trenches, to conduct the relieving corps. The former will march out by a flank.

14. The earth-sacks, fascines, gabions, or the like, and the tools necessary for the labors, will be collected at the openings of the trenches, under a sufficient guard, to be taken preferably from the artillery.

15. The munitions, &c. of the ordnance shall be delivered on the returns of the commandants of the batteries; those for the infantry at the trenches, on the returns of the commanders of the battalions, approved by the general of the trenches.

16. The guards of the trenches to be added to the flank companies, (grenadiers and light infantry,) and the laborers in the trenches will be furnished by the battalions which mount there; the guards from the right, and the laborers from the left of the battalions. The laborers out of the trenches, or in the rear, will be detailed as ordinary fatigues, and from the remaining battalions.

17. In case of extraordinary calls, fatigue parties may be taken from the customary piquets of the camp.

18. When the sappers and miners of the corps of engineers are insufficient for the mines and saps auxiliaries may be selected from the other corps.

19. Sacks of earth will be placed on the *epaulement* of the trench to cover the sentinels.

20. At the trenches, alarm-posts will be established for the assemblage of the laborers, in which they will deposite their arms whilst at work. Those posts will be chosen so as to give the least embarrassment to the passage of the laborers, or other troops.

21. As soon as a sortie is repelled, the officers will recall the laborers to their work.

22. The guards which cover the laborers will be ordered to lie or to sit, as their safety may require, until the trenches are sufficiently deep—always with arms in hand. The sentinels, particularly in the night, will be instructed frequently to put their ears to the ground, in order the better to hear any movement made by the enemy.

23. In case of a sortie, the moment the garrison ceases to cannonade, (which very generally announces the approach of a sortie,) the laborers and other troops will repair promptly to the alarm-posts, the batteries, the angles, &c., which may be assigned them respectively, and from which they can best defend the trenches, or take the enemy in reverse and in flank. During the sortie, all the batteries will direct their fire on the *front* of the attack.

24. When the troops shall have repulsed the garrison, they will not pursue, but wait for the orders of the generals to resume their posts and labors, which will be given as soon as the retreat of the enemy leaves his batteries free to play on the troops.

25. The grenadiers or other select troops will form the reserve. The general-in-chief will be free to organize the grenadiers into temporary battalions, and to cause them to encamp apart, or they will mount with their respective battalions.

26. The light infantry companies will mount with their respective battalions, to be employed at the advance-posts as guards, or as *tirailleurs* of the trenches. It follows, that the grenadier and light infantry companies do not furnish laborers for the trenches.

27. When circumstances shall imperiously require it, the cavalry may be employed (dismounted) in the service of the trenchers. The cavalry, also, will generally be employed in assaults, to carry fascines or other materials to fill up ditches, or to form passages. In this case the regimental officers of every grade will accompany their men.

28. General officers attached to the cavalry will be employed with the corps or detachments placed in observation to cover the siege. They will also be employed, together with the field officers of their arm, during the siege, with escorts of convoys whatever may be the corps which furnish them.

29. The officers of the engineers employed at the trenches will make to the general of the trenches similar reports to those made to the commandant-in-chief of that arm. The superior engineer officer on duty at the trenches will, when relieved, make a general report of his twenty-four hours' tour, and remit it to the general-in-chief.

30. All the commanders of corps who mount at the trenches will report, when relieved, to their respective head-quarters (as in other cases) the losses which their corps may experience whilst on duty there, noticing, at the same time, the conduct of their officers, &c. &c.

31. The general-in-chief will order such additions to be made to the ordinary rations of the troops employed at the trenches, whether armed or unarmed, as he may think necessary.

32. He will also, before giving the assault, designate certain select companies to be exclusively occupied, from the moment the place is carried, in preventing pillage and violence; and all officers will use their utmost efforts to restrain their troops to a strict observance of good order, and of the dictates of humanity.

33. Being in possession of the place, the general-in-chief may impose a special contribution on the inhabitants (in the case of a fortified city) to be distributed on the spot, to the troops who carried the place.

34. Whether the place be taken by assault or by capitulation, all ordnance, stores, and other public property, will be turned over to the proper departments or officers, on account of the Government.

Article 63.—*Defence of places.*

Every commander of a fortress, fort, or other strong place, will consider his post as liable to be attacked unexpectedly; consequently, he will regulate his plan of defence, and the order of service according to the several probable modes of attack he may have to sustain; and will determine, for the principal cases, in advance, what each corps or individual will have to perform, on the actual occurrence of either.

2. He will, more particularly, make himself acquainted with the condition of the works, their strong and weak points; the exterior ground within the circle of investment; the force, composition, and state of the garrison; the condition of the batteries, and the quantity and state of the munitions or supplies of every kind.

3. From the moment that the enemy is within one march of his post, he will compel all useless mouths to leave the place, and cause to be demolished every thing within the interior which may be in the way of a free circulation of the garrison. He will, at the same time, cause to be demolished, or cut down, all houses, trees, and the like, about the exterior, which might cover the approach of the enemy.

4. If, within the United States, such objects belong to individuals, he will first request their owners to remove them, having the property duly appraised in either case, if practicable.

5. The commander may consult the several commanders or chiefs under him, either separately, or in a council of defence; but he alone will be held responsible for the decisions he may form, whether in conformity with, or against the advice given by the council, or of its numbers separately.

6. He will defend his works, successively, by all the means within his power, but in those successive defences he will husband his resources in men and munitions in such manner, 1st. That he may have for the assaults, and especially the assault of his citadel, (if there be one,) a reserve of fresh troops, chosen from the oldest or best corps of the garrison; 2d. That he may have, to the last, the subsistence and the ammunition necessary for the most vigorous resistance.

7. The Rules and Articles of War, (see the 54th,) and the usages of nations, condemn to death any commander who shamefully abandons a fort or post he may be charged to defend. To escape such ignominy, he ought, in the case of a fortress, to compel the besiegers to approach by slow and successive labors, and to repel at least one assault. (See par. 41, art. 52.)

8. Finally, if compelled to capitulate, the commander will not separate himself from his officers or troops, but will participate in the common lot, after, as during the siege; exerting himself to the utmost to ameliorate the fate of the garrison, of the sick and the wounded; for whom he will stipulate every clause of exception, or of favor, which it may be in his power to obtain.

9. Every commander who loses a fortress or post confided to his defence, shall at least be called before a court of inquiry to justify his conduct.

section 6.

Article 64.—*Troops on board of Transport.*

1. The Government will generally designate a naval officer to take up ships or vessels for the transportation of troops, and also to superintend (or to give instructions for) fitting up the men's berths therein. In this latter duty he will receive the proper assistance, in labor and materials, from the commanding officer of the troops to be embarked, or from the quartermaster's department.

2. The commanding officer of the troops, or other land officer, superintending the embarcation, will appoint one or more medical officers to accompany the particular commanders, who are to embark on board the several transports, for the purpose of making a most minute and particular inspection of their respective vessels, previous to the embarcation of the troops.

3. Each of these commanding officers will make a report of the inspection, (in the annexed form) signed by himself and the accompanying surgeon, to the officer who ordered the inspection.

4. As soon as the troops are on board, the commanding officer will cause the arms to be placed in the racks previously prepared, and the accoutrements, &c., over or near the men's berths. Cleats, or slings, if not already prepared, will be immediately put up for the accoutrements and knapsacks. The men will not be dismissed until these duties are performed.

5. As far as practicable, each company will be assigned to the same part of the hold, and the squads in the same manner, to contiguous berths. Sections of berths will be distributed among the companies, according to rank, reserving a particular section for all the men having wives.

6. Service ammunition, in the possession of the men, will require great care, and frequent inspections, to prevent damage. The quantity left in the cartouch boxes will be limited according to circumstances. The reserve ammunition will be under the charge of the commanding officer, the quartermaster, or conductor of artillery.

7. The men, including non-commissioned officers, will be divided into three watches, one of which will constantly be on deck, day and night, under at least one subaltern, having the particular charge of the watch.

8. *An officer of the day* for each transport will be detailed, whose duty it shall be to cause good order to be preserved by the troops, and to see that the regulations of service and police are duly executed. The subalterns of the several watches, as well as the commander of the guard, will be immediately responsible to the *officer of the day*.

9. A guard, proportioned to the number of sentinels required, will be detailed daily. In harbor, the guards will mount with arms, as usual; at sea with side arms only.

10. Besides the sentinels who may be required at the hatches, between the main and quarter decks, and at the forecastle, one or two will always be posted at the caboose, with orders not to allow fire, in any shape, to be taken without permission.

11. The men of each watch will be appointed to stations in a manner so as to afford the readiest assistance in working the vessel. Those not of the watch will be ordered below when required by the master, or his mates, in order that they may not impede the working of the vessel.

12. The commanding officer will make arrangements, in concert with the master of the vessel, for calling the troops to quarters, so that in case of alarm, caused either by fire or the approach of the enemy, every man may repair promptly to his station. But he will take care not to crowd the deck. The troops not wanted at the guns, or to assist the sailors, and those who cannot be advantageously employed with small arms, will be formed as a reserve between decks.

13. All the troops will turn out at ———, A. M. without arms or uniform, and (in warm weather) without shoes or stockings; when every individual will appear as clean as circumstances will possibly allow; his hands, face, and feet, washed, and his hair combed. The same personal inspection will be repeated thirty minutes before sunset. The cooks alone may be exempted from *one* of those inspections per day, if necessary.

14. Recruits, or awkward men, will be drilled in the morning and evening in the use of arms, an hour each time, when the weather will permit.

15. In warm weather, frequent bathing will be essential to the preservation of health. Large tubs will be fixed on the forecastle for this purpose, when they can be had; or the men may be placed in the *chains*, and have buckets of water thrown on them as a substitute.

16. The men will shave themselves and put on clean shirts at least twice a week, and it is very important that they should have the means of changing their clothes when wet. It is also very desirable that each should be provided, except for short passages, with a fatigue frock, to wear on board.

17. It will be easy to place small frames over the sides of the vessel's bows, to serve as privies. These, and the sides of the vessel near them, will be well washed by throwing down buckets of water at the commencement and at the middle of each watch, by the men of the watch.

18. When the weather will permit, bedding of every kind will be brought on deck, every morning, for airing, This rule will be applied equally to the soldiers having their wives with them. The partitions, as boards, curtains, &c. which divide their families, will be removed at the same hour, in order that the circulation of air may not be interrupted during the day.

19. The men will next proceed to sweep, scrub, and scrape the berths and decks, except the upper deck, which will be washed every morning by the watch then on duty, previous to the removal of the bedding. *Between decks* will not be washed oftener than once a week, and only when the weather is fine. The boards of the lower berths will be removed once or twice a week to change the straw, &c.

20. The *officer of the day* will give a particular superintendence to those operations, making his reports to the commanding officer.

21. During cooking hours, the *officer of the day* will frequently visit the caboose, to see that the messes are well prepared, and that an officer per company attends at meal hours, to cause justice to be done to the company, to preserve good order therein, &c. The coppers are to be regularly and well washed, both *before* and *after* use.

22. Every precaution is to be taken to prevent the secreting of liquor on board transports, and that issued to the troops, as a part of their rations, will be drank only at dinner, well diluted with water.

23. The bedding will be replaced in the berths at sunset, or at any earlier hour, when there is a prospect of bad weather; and at —— o'clock, P. M. every man not on guard, or of the watch, will be in his berth. The women will retire at the same time, and, in order to ensure a due execution of this regulation, the *officer of the day*, with a lantern, will make a tour between decks.

24. All lights will be extinguished at eight o'clock, P. M. except such as are placed under sentinels. The *officer of the day* will report, at the time, the execution of this injunction. The officers' lights will be extinguished at ten o'clock, unless special permission be given to continue them for a longer time, as in case of sickness or other emergency.

25. No smoking will be allowed between decks, nor any lights among the men, except in lanterns.

26. For the sake of exercise, the troops will be occasionally called to quarters by the beat *to arms*. Those appointed to the guns will be frequently exercised in the use of them.

27. The arms and accoutrements will be frequently inspected. The metallic parts of the former will be often wiped and greased again, as they are particularly liable to contract rust at sea.

28. Frequent fumigation between decks will be highly necessary to the health of all on board. The materials for fumigation may be brimstone, with saw-dust; or the brimstone may be thrown over hot coals; nitre, with the

addition of a little vitriolic acid; or common salt, with the same addition; gunpowder wetted, or a heated loggerhead in the pitch pot. This operation will always be performed under the immediate direction of the surgeon, to prevent improper quantities of the articles being used, and also under the eye of the *officer of the day*, to guard against accidents by fire.

29. During voyages in hot weather, the best effects are derived from windsails. If they be not already provided, the master of the transport will be desired to have them immediately made, and kept constantly hung up. The officer of the watch will frequently examine them to see whether they draw well, and send non-commissioned officers to notice whether their vents be tied up, or otherwise obstructed.

30. The men will not be allowed to sleep on deck in hot weather, or in the sun, as such practice would generally result in fevers and fluxes.

31. Exercise is at all times indispensable to the preservation of health. The men will therefore be encouraged to take as much as practicable, as in dancing, wrestling, &c. The commanding officer will also cause squads of twenty or more to move quickly round the vessel, each squad for ten or twelve minutes at a time, until the whole has participated in this exercise. An hour or two in the morning, and the like in the evening, will be employed in this manner, as often as circumstances will permit.

32. In harbor, or in calms, and when there is no danger to be apprehended from sharks, the men may be permitted to go overboard by tens to bathe, on the same side of the vessel, accompanied always by a boat well manned, to pick up the men.

33. At morning and evening parade, the surgeon will examine the countenances, &c. of the men, to observe, in general, whether there be any appearance of disease in any of them.

34. The sick will, as far as practicable, be separated from the healthy men. On the first appearance of malignant contagion, a signal will be made for the hospital vessel (if there be one in company) and the diseased men removed to her; otherwise the surgeon will call all his resources into action to prevent the spread of the contagion, in which duty he will be aided by the commanding officer.

35. Hospital stores, or comforts, are no where more necessary than on board transports. A good supply ought to be taken on board of each, and strictly applied to their destination, to wit: *the use of the sick and convalescent.*

36. The surgeon will be careful to guard the men against costiveness on approaching a hot climate. In passing through the West Indies to the Mississippi or the Mobile, for instance, and for some weeks after landing in those latitudes, great care will also be required to prevent the men from eating green or bad fruit, as strangers would not be competent to judge of that article, and as most kinds, after long voyages, are highly prejudicial.

37. Regularity and decency of conduct, which are at all times required of troops, are indispensably necessary on board of transports. The commanding officer will therefore exert his utmost care and abilities, and call into action those of his subordinates, in enforcing the regulations of discipline and police among the troops, and particularly the observances required by this article. If these be strictly followed, the troops embarked may reasonably hope for as good health as on shore.

Article 65.—*Uniforms.*

The coat of the infantry and artillery shall be uniformly blue, no red collars or cuffs, and no lace shall be worn by any grade, excepting in epaulettes and sword knots.

The rank and file will wear coatees; the button holes of these will be trimmed with tape on the collar only. Leather caps will be substituted for felt, and worsted or cotton pompons for feathers.

General officers, and all others of the general staff not otherwise directed, shall wear cocked hats without feathers, yellow gilt bullet buttons, and button holes in the *herring bone* form.

The epaulettes of major generals will have on the gold ground of each strap, two silver stars.

The epaulettes of brigadiers will have on each strap one star.

The uniform of the hospital surgeons and mates shall be black, the coats with standing collars, and on each side of the collar a star of embroidery, within half an inch of the front edge.

Undress uniform, and all other dresses resembling the military without conforming to regulations, are prohibited, excepting that black cockades with yellow eagles will always be worn by all officers of the army. Pattern buttons for all corps, and information relative to uniform, will be furnished by the commissary general.

Caps for the non-commissioned officers and privates of all corps the same as that worn by the infantry, with white pompons, black cockades, and yellow eagles; the other ornaments of the cap to correspond with the trimmings of the corps.

Dirks will never be worn in lieu of swords by officers of the army.

OF THE GENERAL STAFF.

The coat—Single breasted, with ten buttons, and button holes worked with blue twist in front, five inches long at the top and three at the bottom, standing collar, to be united in front to the edge of the breast of the coat, not to rise higher than the tip of the ear, and always as high in front as the chin will permit in turning the head. The cuffs not less than three and a half nor more than four inches wide. The skirts faced with blue; the bottom of each not more than seven nor less than three and a half inches wide; the length to reach to the bend of the knee. The bottom of the breast and two hip buttons to range.

On the collar one blind hole, five inches long, with a button on each side.

The blind holes on each side of the front, in the herring bone form, to be in the same direction with the collar, from the top to the bottom.

Blind holes (in the like form) to proceed from four buttons placed lengthwise on each skirt. A gilt star on the centre of the bottom, two inches from the edge.

The cuffs to be indented within one and a half inch of the edge, with four buttons lengthwise on each sleeve, and holes to the three upper buttons, corresponding with the indentation of the cuff, on the centre of which is to be inserted the lower button.

All general officers will be permitted to embroider the button holes.

The adjutants general, inspectors general, quartermasters general, and their assistants and deputies, will be permitted to embroider the button holes of the collar and cuffs only.

Vest, breeches, and pantaloons—White, (or buff for general officers.) Vests single breasted, without pocket flaps. Blue pantaloons may be worn in the winter and nankeen in the summer. Breeches with four buttons on the knees, and gilt knee buckles; or pantaloons.

High military boots and gilt spurs.

Black stock—Of leather or silk.

Chapeaus—Of the following form: the fan not less than six and a half nor more than nine inches high in the rear, nor less than fifteen nor more than seventeen and a half inches from point to point, bound round the edge with black binding a half inch wide.

Button and loop black; cockade the same, four and a half inches diameter, with a gold eagle in the centre.

Swords—Yellow mounted, with a black or yellow gripe. For the officers of the adjutant, inspector, and quartermaster general's department, sabres; for all others, straight swords.

Waist belts—Of black leather; no sashes.

Epaulettes—Of gold, according to rank.

Officers of the corps of engineers will wear the uniform already established for that corps.

The uniform of the ordnance department will be the same as that of the corps of artillery, except in the buttons, which will have an appropriate device.

The dress of the hospital staff will conform, as to fashion, to the uniform of the staff, except that they will wear pocket flaps, and buttons placed across the cuffs, four to each, and covered buttons in all instances of the color of the coat, (black.)

Chaplains, judge advocates, commissaries, storekeepers, and paymasters, are to wear cockades only.

OF THE LIGHT ARTILLERY.

Coatee—Of dark blue cloth, single breasted; three rows of buttons, nine in each; button holes worked diagonally, in blue twist; standing collar, the height of the collar not to extend beyond the tip of the ear; the button holes of blue twist; cuffs blue, with three buttons placed vertically upon the sleeve, the button holes worked with twist; pocket flaps diagonal, with three buttons worked at the sleeve, two buttons at the waist, the skirts sloping from the hip; wings instead of epaulettes, yellow bullion. [*General Order, March* 13, 1817.—Officers, when off duty, are allowed to wear coats of the same length and general description with that of the staff, buttons and other trimmings corresponding with the regimental coat, and epaulettes instead of wings.]

Vest—White cassimere or doe-skin for the winter, plain white jean or nankeen for summer; single breasted, with nine yellow buttons.

Pantaloons—White cassimere or doe-skin for parade, dark blue cloth for service.

Boots—Hussar.

Stock—Black leather, ribbed.

Spurs—Shanks one inch.

Buttons—Yellow, half inch diameter.

Surgeons and mates—Same uniform as described except the cape, which is of black velvet; cocked hat.

Cloak—Hussar, blue cloth, cape eight inches large.

Equipment—Plain saddle.

Housing—Scarlet cloth, extending eight inches from the saddle, and brought to a point on the flank of the horse.

Medical staff—Blue housing.

Holsters—Bear skin, with double flaps.

Bridle—Double bit, yellow mounted; reins, martingal, &c. black leather.

Portmanteau—Black leather, two feet long, nine inches diameter.

Armament—Sabres, gilt scabbards, black belt two inches broad, gilt plate in front with the eagle in relief; belt worn over the sash, which is red, and tied on the right side; the sabre suspended by a chain.

Pistols—Caliber of the cavalry, yellow mounted.

Dress of non-commissioned officers and privates—The same as that prescribed for the officers, with the exception of worsted being substituted for gold band and tassel, and other trimmings.

OF THE ARTILLERY.

Coat—Of the same length and general description with that of the staff.

Pocket flaps cross indented below, not less than two and a half nor more than three inches wide, with four buttons and blind holes, two buttons at the opening of the pocket of each skirt, and a diamond of blue cloth, ornamented one and a quarter inch on each side, the centre two inches from the bottom of the coat.

The blind holes on either side of the front, with the coat buttoned close to the collar, accurately to form lines with the corresponding ones opposite, from the top to the bottom, that is, not to represent *herring bone*.

The cuffs with four blind holes, extending from four buttons placed across on each.

One blind hole on the collar, five inches long, with one button on each side.

Gilt buttons of the size and insignia furnished the commissary general of purchases from the War Department.

Vests, breeches, and pantaloons—For the field and staff, the same as those described for the general staff; and vests and pantaloons for the officers of the line the same, except the first and second particular articles.

Boots to reach to the calf of the leg.

Stocks and chapeaus—Of the same general description with those of the general staff.

Button and loop of the chapeau, yellow.

Black cockade of leather, four and a half inches diameter, with a gold eagle in the centre; a white feather, to rise eight inches.

Swords—Cut and thrust, yellow mounted, with a black or yellow gripe.

Waist belts—Of white leather, two inches wide, yellow oval plate of the same width.

Sashes—To be worn only on a tour of duty, and round the waist; the knot tied a little within the left hip, the end to hang over the left thigh.

Epaulettes—Of gold, (bullion and strap,) according to rank. The adjutant, quartermaster, and paymaster, to wear a counterstrap on the opposite shoulder.

Post surgeons will wear the same uniform, except the cape, which is of black velvet.

OF THE INFANTRY.

The same as that pointed out for the officers of artillery, (surgeons and mates same as post surgeons,) with the following exceptions:

[*General Order, March* 13, 1817.—The officers of the light companies will wear short coats with wings; when off duty, they are allowed to wear the regimental coat, with epaulettes.]

The sword of the sabre form, and with mounting silver or plated. For the medical staff, small swords.

Epaulettes, wings, buttons, spurs, buckles, and trimmings, silver or plated, and caps may be worn on duty.

The light infantry companies of regiments are allowed wings of worsted or cotton.

OF THE RIFLEMEN.

The uniform for the non-commissioned officers, privates, and musicians, of the rifle regiments, will hereafter be as follows, viz:

A short coat of gray cloth, single breasted, flat yellow buttons, which shall exhibit a bugle surrounded by stars, with the number of the regiment within the curve of the bugle; one row of ten buttons in front, three on each sleeve, and three on each skirt, lengthwise, with blind button holes of black twist or braid, in herring bone form.

A waistcoat of gray cloth, with sleeves of the same. Pantaloons of gray cloth.

The Jefferson shoe, rising two inches above the ankle joint, and not higher.

For field or active service, the officers will wear uniforms like those of the privates, excepting as to the quality.

On other occasions they are permitted to wear the uniform of the artillery, (surgeons and mates as post surgeons,) except as to the buttons, the position of them, &c. which shall be the same with the field coat.

Epaulettes of gold.

Yellow mounted sabres for officers and non-commissioned officers.

OF THE CADETS.

A coatee of gray satinet, single breasted, three rows of eight yellow gilt bullet buttons in front, and button holes of black silk cord in the herring bone form, with a festoon turned at the back end; a standing collar, to rise as high as the tip of the ear; the cuffs four inches wide; the bottom of the breast and the hip buttons to range. On the collar, one blind hole of cord, formed like that of the breast, four inches long, with a button on each side. Cord holes in the like form to proceed from three buttons placed lengthwise on the skirts, with three buttons down the plaits. The cuffs to be indented, with three buttons and cord holes lengthwise on each sleeve, corresponding with the indentation of the cuff, in the centre of which is to be inserted the lower button.

Vest—Gray cloth, for winter, single breasted, yellow gilt bullet buttons, and trimmed with black silk lace. For summer, white vest, single breasted, with white buttons, but without trimmings.

Pantaloons—Gray cloth, for winter, trimmed down the sides with black silk lace, and the Austrian knot in front; no buttons on the sides or at the bottom, but made with understraps. Russia sheeting or white jean for summer, without trimmings, the form the same as for winter.

The Jefferson shoe, rising above the ankle joint under the pantaloons.

Black silk stock.

Common round hat.

Cockade black silk, with yellow eagle, to be worn at all times.

Sword, cut and thrust, yellow mounted, with a black gripe, in a frog belt of black morocco, and worn over the coat.

No dress resembling the military, without conforming to the regulation, will be worn on any occasion, excepting that, when attached to corps, cadets will wear the uniform of the company officers, without epaulettes.

ARTICLE 66.—*Adjutant and Inspector General's Department, or Military Correspondence.*

The general orders of the Executive, and the military correspondence of the War Department relative to details of service, will be through the Adjutant and Inspector General's office; and all communications connected with army detail, the recruiting service, reports, returns, courts-martial, rank of officers, furloughs, discharges, and the redress of grievances, will be made to the Department in the same way.

DUTIES OF ADJUTANTS GENERAL.

These will be divided under the following heads, viz:

Distribution of orders.

Details of service.

Instruction of the troops in the manual exercise, and the evolutions and arrangement of them when brought into action; and

Direction of the military correspondence.

1.—*Distribution of orders.*

The general orders of the day having been received from the commanding general, the adjutant general or his assistant will carry them to the office of distribution, where they will be recorded in a book kept for that purpose, whence, at an hour which shall have been previously assigned, they will be transcribed by the aids-de-camp of general officers, by the adjutants of all separate corps, by a deputy or assistant deputy quartermaster general, by a surgeon's mate detailed for that duty by the senior surgeon, and some commissioned officer from each corps of engineers; and, when so transcribed, they will be carried without delay to the corps to which these officers respectively belong, and be there promulgated under the orders of the officers commanding the corps, and become to them a rule of conduct.

2.—*Details of service.*

These shall be made agreeably to prescribed rules and the usage of war.

All corps will furnish according to their strength—the longest off duty the first on duty. When it may be found practicable, the troops are to act by companies, battalions, or regiments.

Return detachments will not be excused from duty more than two days.

Seniority of corps with respect to troops, and priority of rank with respect to officers, will entitle to precedence for command, subject to deviations under the orders of the commanding general.

In details the following gradations will govern:

1. Reconnoitring parties and corps of observation.
2. Foraging before the enemy.
3. Detachments and outposts.
4. Guards of trenches.
5. Van-guards in approaching an enemy.
6. Rear-guards in retiring from an enemy.
7. General courts-martial.
8. Guard of the general commanding in chief.
9. Camp or garrison guards.
10. Other guards mounted from the grand parade.
11. Guards of general officers and the staff, according to rank.
12. Pickets.

13. General fatigues.
14. Police.

In the routine of duty, the law of detail will always give it to the officer longest off duty; and when two have been credited with the same grade of service on the same day, reference to the former tour on the roster will determine the detail.

Should a tour of service of higher grade occur to an officer while on any subordinate duty, he shall be relieved, and the tour on which he is be passed to his credit.

If an officer's tour for general court-martial, picket, or fatigue, occur while he is on any other duty from the grand parade, he shall not be relieved, but stand for the next tour.

3.—*Instruction of the troops.*

This shall be governed by circumstances as to time, place, and frequency, of which the commanding general will judge. The mode of infantry discipline adopted by regulation of the War Department will be observed.

4.—*Military correspondence.*

Reports of services performed, and demands for courts of inquiry or courts-martial, will be made through the adjutant general of division or department. Returns intended to exhibit the strength of corps, made agreeably to the nineteenth article of war, and accounting for the absent non-commissioned officers, musicians, and privates, will be addressed to the adjutant general of division, from which he will make out a general return, agreeably to the forms prescribed, to be transmitted quarterly to the Adjutant and Inspector General's office, for the information of the War Department. These returns will exhibit regiments, and detachments of regiments and corps, separately, by number if regiments, and by name if corps, and also the strength of each post and garrison within the division. Reports of the hospital and of the quartermaster's departments, and of ordnance and of ordnance stores attached to the army, will also be transmitted to the adjutant and inspector general through the adjutant general of division.

Returns of ordnance and ordnance stores will be made agreeably to the forms furnished by the colonel of ordnance.

Departures from forms and inattention to regulations will be regarded and punished as acts of positive disobedience.

The original proceedings of all general courts-martial ordered by the War Department will be transmitted to the Adjutant and Inspector General's office by the judge advocate of the court. Whenever a court-martial is appointed by a general or other officer commanding an army or district, the judge advocate will lay before the officer ordering the same the whole proceedings of the court; and it is made the duty of the adjutant general, or officer doing that duty, to transmit all such original proceedings to the Adjutant and Inspector General's office, as soon as practicable, with a copy of the order of confirmation or disapproval. On application for that purpose, a suitable non-commissioned officer or private will be detailed as a clerk to the judge advocate of any general court-martial.

The proceedings of all courts-martial will be made on *letter paper*, to preserve a uniformity in the records. The record of the trial of an officer will not include the trial of a non-commissioned officer, musician, or private. The trial of a soldier sentenced capitally will also be recorded separately, and the record reported accordingly.

DUTIES OF INSPECTORS GENERAL.

These will be divided under the following heads, viz:
Mustering and inspecting troops of the line and militia detachments serving with them.
Selecting places of encampment and posting guards.
Superintending the police of the camp and of the march.
Inspecting parades; and
Making half-yearly confidential reports to the Adjutant and Inspector General's office, for the information of the War Department, of the state of the army, division, or detachment to which they belong.

1.—*Mustering and inspecting the troops of the line and militia detachments.*

Troops of all descriptions shall be mustered once in two months for payment, nor shall any payment be made but upon muster-rolls signed by an inspector general or his assistant, or, in the absence of these, by some officer of the army of the United States especially assigned to this duty by the general or other officer commanding the department in which the said troops so mustered shall be.

Two muster-rolls of each company, or detachment of a company, are to be furnished to the paymaster; and none except the semi-annual muster-rolls, to be made on the 30th of June and 31st of December in each year, showing all casualties which have occurred within the time for which the muster is made, will be forwarded to the Adjutant and Inspector General's office.

An officer of each regiment, station, garrison, or post will be designated in department orders to muster the men and sign the rolls at the regular periods, when no inspector is present for that purpose. A copy of the order, designating the time for such musters, will be furnished to the regimental and battalion paymasters assigned to pay the troops.

Whenever a muster shall be made of any company, or detachment of a company, of the regular army, for the purpose of pay, (which musters are directed to take place every two months, and which shall show the place and date of muster,) an inspection will at the same time be made of such company or detachment, and a return, agreeably to the form prescribed, will be transmitted to the Adjutant and Inspector General's office.

Inspections of the troops are of two kinds, stated and occasional. The former shall take place monthly, and, when practicable, on the last day of each month; the latter as often as the general or other officer commanding the department may think proper. The general object of both shall be to ascertain the exact state of the arms, equipments, and clothing, and of every other circumstance tending to show the actual condition of the troops so inspected.

All horses belonging to the public will also be subjects of inspection; those unfit for service will be branded in the presence of the inspecting officer with the letter C, and immediately transferred to the quartermaster general's department for public sale; nor shall any horse so branded be thereafter accepted by any inspecting officer. Returns of cast horses will be made quarterly.

2.—*Superintending the police of the camp and of the march.*

It will be the duty of this department to designate all guards for the security and good order of the camp; to take charge of all prisoners made by these, or otherwise; to examine and report the several cases to the command-

ing general, and to take his orders in relation to their future disposal; to inspect the state of tents, barracks, and hospitals; to punish any want of care or cleanliness therein; to regulate all sutlers and markets within any camp, cantonment, or garrison; and to inspect and enforce the order of march, and to punish all infractions of it.

3.—*Inspecting parades.*

The troops detailed from each regiment for the service of the day will be brought to the parade ground of the brigade, under the command of the senior officer present and on duty; these detachments will there be embodied and marched to the ground of division parade, accompanied by the adjutant of the day, under command of the senior officer; the whole will then be marched as aforesaid to the ground of general parade, where they will be received by an inspector, or assistant inspector general, reviewed, and detached for the service of the day.

4.—*Selecting places for encampment and posting guards.*

This duty shall be performed under the directions of the commanding general; and the inspector, in performing it, shall call to his aid an officer from each corps of engineers.

5.—*Making half-yearly confidential reports for the War Department.*

These reports will relate to the conduct of corps, and to that of individuals composing them. They shall be submitted to the general of division, and shall receive from him his remarks, in writing, before they are transmitted to the Adjutant and Inspector General's office. They shall specify—

1st. The progress made by each corps or regiment in military discipline, in general, and particularly in a knowledge of the evolutions prescribed for the practice of the troops; in habits of obedience and of attention to personal appearance, adhering to the prescribed uniform and to the rules of interior economy.

2d. Whether the field and company officers respectively know their duty, and are able and willing to perform it; whether the subalterns are severally sober, active, and industrious, careful to acquire knowledge, and to communicate it to the non-commissioned officers and privates; whether the adjutant, quartermaster, and paymaster are competent to the duties assigned to them; whether the regimental books are kept with accuracy and regularity; and whether the non-commissioned officers perform their duty with promptitude and effect.

3d. Whether the meat and bread furnished by contract are of good quality; and whether these and other articles composing the ration are regularly issued.

4th. Whether the forage be good, and of sufficient quantity.

5th. Whether the hospital supplies and regulations be sufficient, and regularly dispensed in the one case, and observed in the other.

6th. Whether there has been any irregularity in the proceedings of courts-martial, or in the execution of sentences pronounced by them; and

7th. The state of the ordnance and ordnance stores generally; whether the quantity of ammunition in store is sufficient and well secured; and whether the ordnance department, the arms, and equipments are in proper order.

On each of these heads there will be a special report, and in what may be said on the second all possible frankness is expected. One motive the more to this will be found in the solemn declaration of the Government, that, while it shall be its invariable practice to distinguish and to reward merit of every description and in every grade, all pretensions not having that foundation, however propped and patronized by names, will be utterly disregarded.

ARTICLE 67.—*Engineer Department.*

The functions of the engineers being generally confined to the most elevated branch of military science, they are not to assume, nor are they subject to be ordered on any duty beyond the line of their immediate profession, except by special authority through the War Department; and, when so arranged to other duties, either on detachment or otherwise, they will have precedence according to their commissions, which, at all times, entitle them to every mark of military respect.

Whenever an officer of engineers is sent to any military department fortress, garrison, or post, a duplicate of his orders will be sent to the commanding officer by the adjutant and inspector general, when the order is given by the War Department, and by the chief of engineers, when the order is given by or through him. On his arrival, the engineer shall communicate his orders, and will receive the necessary facilities for the accomplishment of the same from the commanding officer. While so on duty, without being specially put under the direction of the commanding officer, the senior engineer present will be furnished with copies of all orders and regulations of the command, relative to etiquette and police, and will be regularly served with the countersign of the post or garrison, when quartered within the chain of sentinels. When leaving the limits of the department or command, under orders, the engineer will report the same to the commandant.

Under the orders of the Executive, the engineer department is charged with the direction of fortifications.

The duties of the department will comprise:

1. Military reconnoitrings, embracing surveys and examinations of the country, and surveys of sites that may be designated for defence, with maps and plans of the same. These reconnoitrings, surveys, maps, and plans, will be made from time to time by such engineers as may be assigned to those duties.

2. Construction and repairs of works. See construction and disbursements, and duties of engineers.

3. Inspections which shall be made of all works when completed by such engineer, as may be designated by the chief engineer. Occasional inspections may be ordered upon works, during their construction, if deemed necessary.

4. Correspondence, including reports of inspection, and of reconnoiterings, and surveys, accompanied by maps, plans and estimates, returns of public property in the possession of engineers, to be made to the engineer department on the 30th June and 31st December in every year. Summaries of reports of reconnoiterings and surveys to be forwarded through the War Department for the use of generals commanding divisions.

5. General direction of disbursements, which will embrace purchases of sites and materials, hiring workmen, purchases of books, maps, and instruments, and contracts for the supplies of materials, and for workmanship.

Constructions and disbursements.

There shall be detailed an engineer to superintend the construction of fortifications and as many assistants as may be deemed necessary.

Duties of Engineers.

Plans of the work which it is contemplated to construct, and such directions as may be thought necessary, shall be transmitted to the superintending engineer, with an order to construct the work agreeably thereto, and the superintending engineer shall be held responsible for the faithful execution of the work, agreeably to the plan. The superintending engineer shall make requisitions upon the agent of fortifications, for such materials and workmen as he may deem necessary to construct the work.

An inspection of the materials shall be made by the engineer or assistant, as to quantity, quality, and price, at the time the materials are delivered. Upon this inspection, the materials may be received or rejected by the engineer; if received, a receipt for the materials shall be endorsed by the engineer upon the bills of parcels, which shall be the authority for the agent's disbursement.

Agents.

There shall be appointed as many agents of fortifications as the service may require, who shall give bond for the faithful discharge of their duties.

Duty of Agents.

They shall be governed by the orders of the engineer department in the dirbursement of the money placed in their hands, and by the following instructions, in keeping and rendering their accounts:

1. For all articles purchased they will take bills of parcel, with fair and explicit receipts of the party from whom the purchase is made, and each bill, before payment, must be certified by the superintending engineer or assistant, that the article charged has been received: it results that the certificate must, in all cases, be dated.

2. For all labor performed, a roll must be made out monthly, under the direction of the engineer or other officer superintending, in which each person's name must be inserted, the time he commenced and ended, the price per day, and the whole amount due him, with his receipt for the amount opposite, and the roll must also be certified by the officer above named. If soldiers are employed, a separate roll must be made out, as per established regulations of the Secretary of War, of which the officers are apprized.

3. A roll must also be made out monthly, and certified by the engineer or officer superintending, for the pay of all mechanics employed, as pointed out in the case of labor performed. From the foregoing vouchers abstracts are to be made out, in which they are to be entered, according to their respective dates, and numbered in regular progression: 1st. "Abstract of articles purchased," to include all bills for articles purchased; 2d. "Abstract of labor performed," to include the rolls receipted for as directed; 3d. "Abstract of pay of mechanics," to include all charges under that head; and 4th. "Abstract of contingent expenses," to include all other expenditures on account of fortifications, not above provided for. These abstracts, with the vouchers, regularly numbered and filed with each respectively, are to be forwarded to the auditor, when the agent's accounts are directed to be rendered for settlement, accompanied by an account current, in which their respective amounts are to be entered to the debit of the United States, and all moneys previously received are to be credited, and the balance due to or from the United States will be stated. As a general remark, it must be observed that, in all cases, the payments of the agents must be accompanied by the certificate of the engineer or officer superintending the fortifications; and as much depends upon the correctness of the agent's accounts, it will be expected that the forms and instructions made known will be strictly attended to.

Duties of Topographical Engineers.

To make such surveys, and exhibit such delineation of these as the commanding general shall direct; to make plans of all military positions which the army may occupy, and of their respective vicinities, indicating the various roads, rivers, creeks, ravines, hills, woods, and villages, to be found therein; to accompany all reconnoitering parties sent out to obtain intelligence of the movements of the enemy, or of his positions, &c.; to make sketches of their route, accompanied by written notices of every thing worthy of observation thereon; to keep a journal of every day's movement, when the army is in march, noticing the varieties of ground; of buildings, of culture, and the distances and the state of the roads, between given points, throughout the march of the day; and lastly, to exhibit the relative positions of the contending armies, on fields of battle, and the dispositions made, whether for attack or defence.

ARTICLE 68.—*Ordnance Department.*

The duties of the officers of the ordnance department will consist in providing, distributing, and preserving, the various articles coming under the denomination of ordnance and ordnance stores, and in supplying the troops, posts, and garrisons, conformably to the regulations, and according to the exigencies, of the service.

Under the general denomination of ordnance and ordnance stores, will be comprehended—

1. Cannon, howitzers, and mortars, for the land service, gun-carriages, and their equipments, caissons, travelling forges, pontoons, and their carriages, and all machines and apparatus, destined to the service and manœuvres of artillery in garrison and in the field, together with the materials for their construction and repairs.

2. Small arms and accoutrements for the artillery, cavalry, infantry, and riflemen.

3. Ammunition for cannon and small arms, and all stores of expenditure, for the service of the artillery.

4. Materials, utensils, and stores, for the laboratories.

5. Intrenching and miners' tools, armorers' tools, and artificers' tools, of every description required for the use of the army.

Ordnance stores may be provided by purchase, fabrication, or contract, as may be judged most advantageous to the public service, but no contracts can be considered valid, except such as shall be made by the chief of the ordnance department, under the direction of the Secretary of War.

The artillery for field service will be distributed into divisions and sub-divisions.

Each company of the corps of artillery, serving in the field, having attached to it six pieces of ordnance, and the proper allotment of stores, will constitute a division of artillery.

The six pieces of ordnance allotted to a division, shall consist either of four pieces of cannon of the same caliber, and two howitzers, or of six pieces of cannon, all of the same caliber.

A sub-division of artillery will consist either of two pieces of cannon of the same caliber, or two howitzers.

To ensure greater simplicity and uniformity, in future, in the calibers, and patterns of cannon, &c. the cannon, howitzers, and mortars, to be provided hereafter for the land service, will be as follows:

For the field—

Cannon.—Light six pounders, light twelve pounders, medium eighteen pounders.

Howitzers.—Twenty-four pounders, eight inch.

For sieges, (including, also, field pieces of the foregoing description:)

Cannon.—Heavy twenty-four pounders. Mortars.—Eight inch, ten inch, and thirteen inch.

For the fixed batteries on the sea board and forts in the interior, (including also field pieces of the foregoing descriptions:)

Cannon.—Heavy twenty-four pounders. Mortars.—Ten inch and thirteen inch.

All ordnance to be provided hereafter of any of the natures and calibers above expressed, are to be invariably of the same pattern; and it will be the duty of the ordnance department to adopt proper measures for ensuring uniformity in the ordnance hereafter, by gradually abolishing and replacing the guns of other calibers than the fore-

going, which have been introduced into the service, as well as guns of patterns different from those which have or may be established, so as eventually to bring all the guns of any one caliber to a uniform pattern.

Whenever guns of a larger caliber than twenty-four pounders shall be demanded for the fixed batteries on the seaboard, or the forts in the interior, it shall be the duty of the ordnance department to provide cannon of such calibers and patterns as may be eventually established for the naval service.

To guard against the embezzlement of ordnance stores, the articles shall, as far as practicable, be distinctly and permanently marked, previously to their being sent from the arsenals, so as to identify them, as being the public property of the United States.

Whenever any person, in the military service of the United States, shall fraudulently sell, or otherwise dispose of any arms, ammunition, or other ordnance stores, or convert the same to his own use, or deface their marks, for the purpose of concealing them, or wilfully waste and destroy them unnecessarily, it shall be the duty of any military officer, to whom the facts shall be known, or credibly reported, to communicate the circumstances to the ordnance office at the seat of Government.

Whenever a commissioned officer shall receive from any arsenal or depot, or otherwise obtain, or be possessed of, any swords, pistols, rifles, or other small arms or accoutrements, the property of the United States, for his personal use and service, it shall be the duty of the ordnance department (credible evidence thereof appearing) to charge against such officer the value of such arms, at the contract, or other just price of the same, and shall transmit to the office of the paymaster general, a copy of such charge, to the intent that the amount may be stopped from the pay of such officer.

When it shall become necessary, or expedient, to sell any arms, timber, gunpowder, or other ordnance stores, whether on account of their being damaged, or the inconvenience of their removal, or for any other valid reason, it shall be the duty of the officer in command, or having charge of the same, to cause a survey to be taken by two or more commissioned officers, one of whom to be of the ordnance department, if convenient, or by two or more respectable inhabitants, in the absence of officers, who shall make an accurate account and schedule of the articles proposed to be sold, and report their state and condition, together with their own opinion of the expediency of their being sold, with their reasons therefor, *pro* or *con*, which survey and opinion shall be transmitted to the ordnance office, at the seat of Government, whereupon an order may be sent to dispose of such stores, it being understood that the sales in such cases shall be made at public vendue, with suitable previous notice, unless otherwise expressly directed. The marks in such cases must be cancelled or obliterated, previously to the sale.

In time of peace, no ordnance or ordnance stores in the charge or custody of an officer, storekeeper, clerk, or agent of the ordnance department, shall be delivered from an arsenal or depot, except by virtue of a direct authority from the ordnance office at the seat of Government; cases of extreme danger or necessity being alone excepted.

Any general officer who may require authority, in time of peace, to call, at his discretion, for arms, artillery, ammunition, and other ordnance stores, from the arsenals and depots within the extent of his command, will make application for that purpose to the Secretary of War, who will, if it be judged expedient, direct the ordnance office to give to such general officer an unlimited control over the arms, artillery, ammunition, and other ordnance stores, at the several arsenals and depots within the extent of his command.

All requisitions for artillery, ammunition, and other ordnance stores, for the use of any post, garrison, or corps of troops, in time of peace, shall be regularly transmitted to the general officer within whose immediate command such post, garrison, or corps may be situated, who will sanction, countermand, or modify such requisition, at his discretion, and, after due examination, will transmit the same to the ordnance office at the seat of Government, from whence the necessary order will be sent for the supply of the articles embraced by such requisition. However, in case there may be danger of great loss of time, or other manifest inconvenience, in transmitting the requisitions through the general officer immediately in command, it will be permitted to send the requisitions directly to the ordnance office, duplicates thereof being at the same time forwarded to the general, for his examination and sanction.

Any general officer may change the route or destination of any ordnance or ordnance stores issued on his own requisition, or on that of any officer under his command; in other cases, no general or other officer will be permitted to vary the route, or divert the whole or any part of a convoy of ordnance stores from the destination given to it by the ordnance department; cases of extreme danger and necessity being alone excepted.

Requisitions for arms and accoutrements for recruits must be made by the officer superintending the recruiting service, and will distinctly express the regiment or the particular battalion of the corps of artillery to which the recruits belong. The officer requiring the arms and accoutrements will give a receipt on the delivery; and such arms and accoutrements will be charged on the books of the ordnance office to the proper regiment or battalion, to the end that distinct and separate accounts may be kept with the several regiments and battalions.

When several companies of artillery shall be assembled permanently in garrison, the officer highest in rank among the conductors of artillery shall have the special charge and custody of the ordnance and ordnance stores, and shall keep the accounts of their expenditure. He will be aided in that duty by the other conductors of artillery. The quarterly returns of ordnance and ordnance stores for the garrison will be prepared under his direction, and be signed and transmitted by him.

It is to be understood that the charge and custody of all ordnance and ordnance stores, (except small arms and accoutrements,) and the task of preserving and accounting for the same while in actual use and service, belongs to the officers of artillery and the conductors of artillery; and such charge and accountability will not cease until such ordnance and ordnance stores shall have been regularly returned to the arsenals or depots, or shall have been regularly delivered over to an ordnance officer, acting with an army in the field, and stationed in charge of the main depot of the artillery of reserve belonging to such army.

At posts and garrisons where no regular conductor of artillery shall be serving, nor can be obtained without great loss of time or manifest inconvenience, the commanding officer, if he shall judge it to be necessary for the good of the service, may select and recommend a suitable person, not belonging to the army, to serve as an ordnance storekeeper, whose duties shall be similar to those of a conductor of artillery in garrison. To ensure despatch and regularity, the recommendations may be transmitted, in the first instance, to the ordnance office at the seat of Government. Should such recommendation and selection meet the approbation of the Secretary of War, and the person so recommended be appointed as a storekeeper, he will be considered entitled to the pay and emoluments of a conductor of artillery, from the period he may have entered upon the duties. Storekeepers so appointed will be always considered subordinate to the regular conductors of artillery, and not subject to be removed from the station to which they have been assigned.

Any officer of the ordnance department who may be attached to an army in the field shall be stationed at, and have the principal charge and direction of, the main depot of ordnance and ordnance stores for the supply of such army. Orders and requisitions for ordnance and ordnance stores shall regularly be transmitted to him, through the

commanding general, or the senior officer of artillery acting with such army. With the latter the officer of the ordnance department having charge of the depot will constantly correspond, so as to ascertain the actual and probable wants of the army relative to his department, and be prepared to furnish all supplies at the shortest notice. He will also correspond with the ordnance office, and with the officers of that department at the nearest arsenals and laboratories, so as to anticipate, if possible, and provide for, all the wants of the army in his department. He will, at the depot, cause the gun carriages to be put in order and repaired, the cannon to be remounted, the ammunition to be provided and prepared, the ammunition wagons to be replenished, the damaged arms and accoutrements to be taken care of, and undergo the necessary repairs. For these purposes, he is not only to be furnished with all proper aid by the commanding general, but is to employ any extra aid of artificers, armorers, and laborers, which the service may require.

The general commanding will, from time to time, communicate to him such instruction and information as may be deemed proper, and will indicate the locations and transfers of the depots, which are, on no account, to be changed, except by his orders, or from absolute necessity.

Duties of the conductors of artillery.

The conductors of stores attached to the divisions or companies of artillery, aided, when necessary, by a trusty non-commissioned officer for each division, will have charge of, and be accountable for, the ordnance and ordnance stores attached to their respective divisions, in camps, on marches, and in detached posts. The drivers, harness, and horses of the artillery, will also be under their particular charge.

Besides the ordnance, ammunition, and stores appropriated to each division of artillery, the senior officer of that corps in command with the army will apportion to the respective divisions, according to his judgment, the spare arms, ammunition, &c. destined for the infantry; also, the artificers', entrenching, and miners' tools, the laboratory stores and utensils, the spare gun carriages, equipments, &c. At the period of such distributions, inventories ought to be taken by the conductors of stores of every thing attached to their respective divisions. Suitable books are to be furnished by the ordnance department to the conductors of stores, to enable them to keep their accounts.

The conductors of stores will issue ammunition and stores of expenditure for their respective divisions, on the orders, written or verbal, of the commanding officers of the respective divisions, or on their own responsibility. No receipts shall be exacted on such issues, but the quantities and kinds of articles delivered shall be entered in the books of accounts of the conductors of stores, together with the name of the officer ordering the same. Ammunition and stores are not to be delivered by the conductor of one division for the use of another, except by the order of a general officer, or of a field officer of artillery, on the commanding officer of the post. In such cases, besides the proper entries in the books, receipts for the articles shall be passed.

The conductors of stores will receipt to the officers of the ordnance department for all ordnance, ordnance stores, arms, accoutrements, ammunition, &c. received from the arsenals and depots, and keep correct accounts of their expenditure. Quarterly abstracts of these accounts are to be transmitted to the ordnance office, exhibiting the species of articles received, those remaining on hand, and those expended or delivered over.

The conductors of stores will, from time to time, as opportunities may offer, and under the direction of the senior officer of artillery in command, disencumber the divisions of the empty ammunition wagons, carriages needing repairs, damaged arms, &c., and, in general, of all ordnance and ordnance stores which may be deemed unserviceable or superfluous; which are to be sent either to the depot or an adjacent arsenal, and delivered to an officer of the ordnance department, who will receipt for the same.

The conductors of stores will keep the senior officer of the corps of artillery in command acquainted with the state of the ordnance and stores of their respective divisions, in order that prompt measures may be taken to obtain from the depot or neighboring arsenals the requisite supplies.

Musket cartridges and flints shall be issued by the conductors of stores, on the orders of the commanding officer, or of any general officer; if to regiments, by the requisitions of the colonels or other field officers commanding them; if to detachments, by the requisitions of their commanding officer; if to posts or garrisons, by the requisitions of such persons as may be designated by the orders.

Intrenching and artificers' tools, &c. shall be issued on the requisitions of the officers, respectively, commanding the working parties, to whom tickets shall be furnished containing lists of the tools delivered; the same tickets to be handed to the relieving officers, and, finally, to be returned with the tools on the discharge of the working parties. In case of loss or damage, beyond ordinary wear and tear, it shall be the duty of the conductors of stores to report to the commanding officer, in order that the loss or damage may be made good.

Regulations relative to the distribution of small arms and accoutrements, and the mode in which they are to be accounted for.

Small arms and accoutrements shall, in time of peace, be issued from the arsenals and depots only on the requisitions of the colonels or other field officers actually commanding the regiments, and the officers superintending the recruiting service for each regiment, battalion, and corps; which requisition shall not exceed the effective strength of the regiments, respectively, and of the recruits to be raised. The receipts of the colonels, &c. shall be given for the arms, &c. when delivered to an officer of the regiment appointed by him to receive them; which receipts shall be transmitted to the ordnance office, where an account shall be opened with each regiment, for arms, &c.; and the commanding officer of the regiment shall be held strictly accountable, during his command, for the arms, &c. charged to the regiment, and shall transmit quarterly returns to the ordnance office, by which he shall strictly account for the arms delivered to the regiment; failing whereof, his name shall be reported to the Second Auditor of the Treasury Department, for further inquiry. Duplicates of such quarterly returns shall regularly be entered in the regimental book, and a particular inspection and examination be made, in the event of a change of command.

The colonels shall distribute to the captains or subalterns commanding the companies the arms, &c. received for the use of the regiment, taking their receipts for the same; and shall particularly see that the arms, &c. of each company be strictly accounted for afterwards in the inspection returns.

The captain or subaltern commanding a company shall distribute to the non-commissioned officers and privates the arms received for the company. The distribution must be witnessed by a non-commissioned officer of the company, and be recorded in the company book, as conclusive evidence to hold the soldiers accountable for the arms, &c. so distributed.

Surplus arms may be returned, if in good order, to the conductors of stores, who shall grant receipts to the colonels for the same, which receipts being transmitted to the ordnance office by the colonels, the regiments shall, respectively, have credit for the arms so returned.

In case of arms, &c. being lost or damaged by unavoidable accidents, a certificate, on honor, under the hand of a commissioned officer, shall be furnished to the conductor of stores, distinguishing those totally lost from such

as may be merely damaged; the latter being delivered up to the conductor of stores, who, besides transmitting such certificate to the ordnance office, shall be bound to make further inquiry, and report the circumstances, if he have reason to distrust the accuracy of the certificate. The regiments shall, respectively, have credit on the books of the ordnance office for all arms, &c. lost or damaged by unavoidable accidents.

Arms damaged or lost by negligence or misconduct shall have their value exacted from the delinquent; for which the colonel or field officer commanding the regiment shall be responsible.

He shall require the captain or subaltern commanding a company, to charge, in the company book, to the soldiers in fault, the amount of all arms, &c., so lost or damaged, noting the same on the muster-rolls, to be deducted from their pay. The damaged arms to be returned to the conductors of stores, with minutes of the amount charged for the same, specifying the name of the individual to whom charged, together with that of the company and regiment; and the conductors of stores shall transmit quarterly abstracts of such charges to the ordnance office.

For arms, &c., thus accounted for, as charged to individuals, the conductors of stores shall grant receipts to the colonels of the regiments, distinguishing arms totally lost, from such as may be merely damaged; which receipts being transmitted to the ordnance office, the regiment shall have credit for such arms.

Small arms and accoutrements, for the use of the corps of artillery, shall be issued to the field officers of that corps commanding battalions, in the same mode, and subject to the same regulations, for the respective battalions, as are provided above for the regiments of infantry.

The component parts of the musket and accoutrements are valued as follows, viz:

Stand of arms.

The bayonet,	$1 25
The ramrod,	0 75
The lock,	3 25
The stock,	1 75
The barrel,	4 00
The mounting,	2 00
Stand of arms, complete, total,	$13 00

Accoutrements.

The cartouch box and belt, bayonet, scabbard, and belt, } as a set, the whole,	$2 50
The brush and picker,	0 06
The ball screw,	0 25
The screw driver,	0 25

ARTICLE 69.—*Quartermaster's Department.*

The objects of this department are, to ensure an efficient system of supply, and to give the utmost facility and effect to the movements and operations of the army.

The regulations and instructions for the department are embraced under the following heads:

1. General instructions for the department.
2. Table of allowances, regular and incidental.
3. Returns, statements, estimates, and reports required.
4. Forms of returns, reports, and statements required, with forms of vouchers for disbursements, and for issues of regular supplies.

1. *General Instructions.*

1. The quartermaster general will be stationed at the city of Washington, and will, under the direction of the Secretary of War, have the control of the deputies and assistants, and of all officers and agents acting in or making disbursements on account of the department, in every thing relating to the administrative branch of their duties, and their accountability. He will be allowed one assistant, and as many subalterns as may be necessary, for the discharge of the duties of his office.

2. All communications relating to the duties of the department, or to any branch or officer thereof, except from the commanding generals of divisions or armies, shall be addressed to the quartermaster general.

3. It shall be the duty of the quartermaster general to make himself acquainted with the frontiers, both maritime and interior, and with the avenues leading to the contiguous Indian and foreign territories; with the resources of the country in military supplies, and the means of transportation, particularly of the districts on the frontiers; with the most eligible points for concentrating troops and collecting supplies, whether in relation to offensive or defensive operations; with the relative expense of concentrating at particular positions, and the relative military advantages of those positions. It shall also be his duty to designate the routes of communication between different posts and armies, the course of military roads and the sites, for permanent and temporary depots of provisions and military stores.

The deputies, assistant deputies, regimental and battalion quartermasters, are required to collect information in relation to all those points, and to make themselves acquainted with the state of the roads, the course and description of the rivers, and the most direct routes between the different military posts within their respective departments.

4. A deputy quartermaster general shall be stationed at Philadelphia, an assistant deputy at Pittsburg, one at New York, one at Detroit, one at St. Louis, and one at New Orleans; neither of whom shall be removed from his station except by the quartermaster general, or by authority from the War Department. All other deputies and assistants will be subject to the disposition of the generals or other officers commanding divisions or departments.

5. Officers of the quartermaster general's department will not be subject to detail, nor be employed on any other duties than those of their departments, except by order of the Secretary of War.

6. It shall be the duty of the officers of this department to provide for the quartering and transporting of the troops, and for the transporting of all military stores, camp equipage, and artillery; for opening and repairing roads, and constructing and repairing bridges which may be necessary to the movements of the army, or any detachment thereof.

7. To provide good and sufficient storehouses for all military supplies, and for provisions deposited by the commissary general or his assistants, or under contract between individuals and the Government, and to appoint storekeepers for the custody of said stores and provisions, or of any property of the public which may be placed there.

8. To provide all forage, fuel, straw, and stationary, for the use of the troops, and to have the same transported and issued agreeably to the regulations; to purchase dragoon and artillery horses, and horses, oxen, wagons, carts, and boats, for the transportation of baggage; to provide boards, plank, nails, and other materials for constructing and repairing barracks, hospitals, and bridges.

9. No purchase, in time of peace, on public account, will be made by the quartermaster's department, but of the articles above enumerated, except by special authority of the War Department, communicated through the quartermaster general.

10. Officers of this department will receive from the departments of purchase, subsistence, and ordnance, all clothing, camp equipage, provisions, arms, ammunition, and ordnance, and transport the same to the place of destination, and make distribution thereof agreeably to the direction given to the articles by the commissary general of purchases, the commissary general of subsistence, the chief of the corps of ordnance, or the general commanding the division or department to which they are destined.

11. Quartermasters in the intermediate departments, between the places of receipt and delivery, will be held responsible for the safe and prompt transmission of all articles through their respective departments.

12. Articles for conveyance by this department will be transported in bulk, and, with each quantity of stores conveyed, the quartermaster of the post from which it is sent shall, if he think it necessary, furnish a conductor, who shall have charge of it, and for whose conduct in the safe keeping and delivery thereof the quartermaster shall be responsible.

13. Quartermasters shall not be required, in time of peace, by generals or other commanding officers, to make payments on contracts made by officers not of the quartermaster's department. They may be required, however, to report such cases to the quartermaster general, in order that they may be submitted to the Secretary of War for his decision.

14. All officers are prohibited from ordering purchases or directing disbursements, not provided for by the regulations of the War Department. But should any officer of the quartermaster's department be required to make disbursements or allowances not authorized by such regulations or by law, he shall submit to the officer ordering the same a statement, in writing, of his opinion in regard to the law or regulations in the case. If the officer, after receiving such statement, persist in requiring the allowance or disbursement to be made, he shall certify and return the statement to the quartermaster, and it shall be the duty of the quartermaster to forward the statement, thus certified with his accounts to the quartermaster general, who will transmit them to the proper accounting office; and the amount shall be charged to the individual account of the officer, unless he shall show satisfactorily that the disbursement or allowance was necessary, and that the urgency of the service was such as to preclude the possibility of communicating with the War Department previous to the purchase.

15. No expenditure will be made at permanent posts, in time of peace, for the erecting or repairing of barracks or quarters, when the whole sum required to complete the work shall exceed five hundred dollars, unless it be authorized by the Secretary of War.

16. Whenever any building occupied by troops as barracks shall have been left by them in a filthy state, or shall have suffered unwarrantable injury by them, the quartermaster of the post, or of the party succeeding them, shall, in the one case, have the quarters cleansed, and in the other repaired, and the expense of so doing shall be deducted from the pay of the officer commanding the party which immediately preceded in the occupation of the building so cleansed or repaired; where this shall not have been done and reported, the last occupier shall be considered responsible.

17. Whenever it shall be found necessary to occupy private buildings or lands for encampments by the troops of the United States, a reasonable compensation shall be paid to the proprietor by the quartermaster of the post or department. When the rate of compensation cannot be satisfactorily agreed on, discreet and disinterested persons shall be appointed by the quartermaster and the proprietor, to appraise and determine the rent. Any damages sustained by buildings or lands thus occupied shall be paid for or repaired, as above provided.

18. Quartermasters will not issue due bills in any case. When purchases have been made or supplies furnished, no receipt shall be taken unless the money be actually paid. Nor shall any officer or other person employed in the quartermaster's department be concerned directly or indirectly, either for himself or others, in the purchase of any claim on the Government, either of a soldier or of a citizen. Any officer violating this regulation shall be stricken from the rolls of the army.

19. Whenever any quartermaster, officer, or agent, making disbursements on account of the department, shall be relieved or ordered from his post or station, he shall furnish his successor with a certified statement of all the outstanding debts of the department, whether for supplies furnished or services rendered; a duplicate of which he shall transmit to the office of the quartermaster general.

20. Officers of the quartermaster's department will not be allowed to engage, directly or indirectly, in trade or traffic of any description.

21. All moneys received on public account by the deputies, assistant deputies, or other officers or agents, acting in the quartermaster's department, shall be deposited in such banks as the quartermaster general, by direction of the Secretary of War, may designate.

22. Regimental and battalion quartermasters and military storekeepers may be required to perform the duties of assistant deputy quartermasters general, at their respective posts or stations.

23. All moneys for the service of the quartermaster's department will be furnished on requisitions of the quartermaster general, predicated on the estimates of the several quartermasters, agents, and disbursing officers. The senior quartermaster of each military department may be required to receive and distribute all moneys necessary for the use of his department.

24. All officers and agents of the quartermaster's department, and commanding officers of posts where there are no quartermasters, will keep and render their accounts, both of money and property, according to the annexed forms; and each officer and agent of the department shall forward his accounts to the office of the quartermaster general, within twenty days after the expiration of the quarter. It shall be the duty of the quartermaster general to examine and transmit them with his remarks to the proper accounting office of the Treasury Department. On report being made to the quartermaster general of any voucher being disallowed or suspended, he shall require from the officer or agent proper vouchers, or the necessary explanation.

25. Any officer or agent of the quartermaster's department, who shall fail to forward his accounts for settlement at the time prescribed, shall be recalled, and his place be supplied by another.

26. The quartermaster general may, whenever he shall deem it necessary, cause a thorough inspection to be made of the books and accounts of the quartermasters, and of all officers and agents making disbursements on account of the department. This inspection shall embrace property as well as money; shall extend to contracts, to prices paid for articles purchased, prices paid for transportation, and generally to every article of supply, and to all objects connected with the department.

The books and accounts of the quartermaster general will be subject to a similar inspection.

Inspecting officers will notice in their reports all orders of commanding officers requiring the expenditure of money contrary to the regulations, and they will state particularly whether supplies are forwarded promptly.

27. Generals, and other officers, are prohibited from appointing officers or agents, to make disbursements on account of the quartermaster's department, except on the most urgent occasions, when they will immediately report the necessity for such appointments to the Department of War. The general, or officer making appointments of this nature, shall, in all cases, receive the funds which are to be placed in the hands of the officer or agent, and shall himself be held individually responsible for the proper application of the same.

28. Quartermasters will not be required to make purchases of medicines and hospital stores, except in cases where an extra supply may be found necessary by the marching of a detachment, the arrival of a greater number of men at a post than had been estimated for, the loss or miscarriage of any article, or unusual expenditure from sickly seasons, &c. In these cases only, they are authorized to purchase and issue on the requisitions of the attending surgeon, countersigned by the commanding officer of the department, post, regiment, or detachment.

29. It shall be the duty of the officers of the quartermaster's department, to provide cooking utensils, and other articles of hospital furniture, when they cannot be conveniently obtained from the purchasing department. Their vouchers for such supplies will be the requisition of the attending surgeon, countersigned by the commanding officer of the regiment, post, or department.

30. Quartermasters will not be required to make payments to citizen surgeons for medicines furnished, or medical services rendered to the troops, whether in garrison or detachment, or the recruiting service. Claims of this character must be referred to the surgeon general at Washington City. Nor will they be required, under any circumstances, to made payment for the hire of stewards, wardmasters, nurses, or attendants in hospitals.

31. Officers of the quartermaster's department shall not be furloughed for a longer period than twenty days, without first obtaining the sanction of the War Department, through the quartermaster general; and in all cases where furloughs are granted to them, they are required to report the same immediately to his office.

32. Quartermasters will not be required to make expenditures of any description connected with the recruiting service, except for transportation, until the recruits shall have joined the main recruiting depot, at some military station. All expenses incident to the recruiting service must be paid by the recruiting officer, out of the fund for that service. When the recruits shall have been embodied, at the main recruiting depot, supplies will be provided by the quartermaster's department.

33. Quartermasters are prohibited making expenditures for the printing of blank forms and returns of any description, except those connected with their own accounts.

34. Whenever quartermaster's stores become damaged, or unfit for issue, whilst in the charge of a quartermaster, he shall report the same to the commanding officer of the post or department, who shall immediately institute a board of survey, to be composed of three officers, when practicable, to examine and report on the same. They shall report, particularly, the nature of the damage, the causes which led to it, and whether, in their opinion, it was produced by the neglect of the quartermaster. All stores found damaged, from causes other than the neglect of the quartermaster, shall be immediately sold at public auction, and the auctioneer's bill of sale, with a duplicate of the report of the board of survey, shall be entered in the proper abstract, and will entitle the quartermaster to a credit for the stores thus condemned and sold. But in case the board be of opinion, that the damage was occasioned by neglect on the part of the quartermaster, the stores will be thrown upon his hands, and their original cost deducted in the settlement of his accounts.

35. Quartermasters will not be required to make expenditures immediately connected with the operation of the subsistence department, except for the hire of store houses and transportation of supplies. All stationary, scales, weights, and measures, for the use of the issuing commissaries, and all other expenditures, incident to the operation of that department, must be paid from the fund of that department.

36. Quartermasters will purchase, on the authority of the ordnance department, such horses as may be required for the use of the several ordnance depots. The cost of horses, thus purchased, together with the forage necessary for their support, will be charged to the fund of that department.

2.—*Regular and incidental allowances.*

1. Fuel and quarters.
2. Forage.
3. Stationary.
4. Transportation.
5. Straw.
6. Camp equipage.
7. Incidental allowances.

1.—*Fuel and quarters.*

GRADES, &c.	QUARTERS.		FUEL PER MONTH.	
	Rooms.	Kitchen.	From 1st May to 31st Oct.	From 1st Nov. to 30th April.
			Cords.	Cords.
Major generals,	3	1	1	6
Brigadier generals,	2	1	1	4½
Colonel, lieutenant colonel, major, judge advocate, chaplain, regimental and battalion pay-masters, and every other officer having the relative rank of field officers, each	1	1	1	3
Captain, regimental surgeon, post surgeon, and military storekeeper, each	1	-	½	1½
All other commissioned officers, to every two,	1	-	½	1½
To each mess of six or more officers,	-	1	½	1
To the commanding officer of a department or separate post, and to the principal officer of each branch of the division staff, for an office,	1	-	-	2
At post where there are less than six officers,	-	1	½	1
Every six non-commissioned officers, musicians, and privates, including the authorized number of washerwomen and servants,	-	-	½	1

The allowance of fuel for the quarters of the sick will be regulated by the commanding officer and surgeon.

At all posts, garrisons, and cantonments, north of the fortieth degree of latitude, the allowance of fuel may be increased one fourth, during the months of December, January, and February.

Coal may be issued in lieu of wood, in proportion to the cost thereof.

No fuel furnished for the use of a garrison, post, camp, or cantonment, shall be removed therefrom, but by the quartermaster attached thereto: and any overplus of fuel, beyond what has been used, or may be necessary for the use of the troops at such post, camp, or cantonment, shall revert to the United States.

No fuel to be issued but within the month for which it is due, and no fuel or quarters to be allowed to officers whilst on furlough.

Officers in their requisitions for fuel will state that they are ordered on duty at the place, and for the time, for which the fuel is required.

The senior officer shall, in every instance, have the choice of quarters, in succession from the highest to the lowest grade, except in regular cantonments, when company officers shall take their stations as in camp.

Quarters will not be rented for officers of the army, when there are public quarters suitable for their accommodation, at the place where they may be stationed, except in cases where the peculiar nature of their duty requires them to be stationed remote from the public quarters. This will rarely occur: and it is made the duty of the officers of this department to keep the public quarters in suitable repair, so that their bad condition shall not be made a pretext for renting.

On the arrival of an officer at a post, he shall immediately make a written requisition on the quartermaster for quarters, who shall in all cases furnish public quarters, where there are any vacant.

At all posts in the vicinity of public or Indian lands, which afford fire wood, the necessary fuel will be provided by the troops, under the direction of the several commanding officers.

Requisitions for fuel must state the number of non-commissioned officers, musicians, privates, servants, batmen, and washerwomen, for whom it may be demanded, and certified by the commandant of the regiment, garrison, or recruiting rendezvous.

2.—*Forage.*

To all horses in actual service there shall be allowed fourteen pounds of hay, and twelve quarts of oats, or in lieu of oats, eight quarts of corn per diem.

Officers will be allowed to draw forage *in kind*, when on actual service in the field, or when under orders to hold themselves in readiness for the field, for the number of horses they may actually keep in service, not exceeding the following rates:

Major Generals,	7
Brigadier Generals,	5
Colonels,	4
Lieutenant Colonels and Majors,	3
All other officers entitled to forage,	2 each.

On all other duties, officers entitled to forage for three or more horses, will be allowed to draw forage *in kind* for two horses: all others entitled to forage, to draw *in kind* for one each.

Officers when on furlough, or leave of absence, will not be allowed to draw forage in kind.

At all posts in the vicinity of prairies belonging to the public, hay for the public horses and oxen will be provided by the troops, under the direction of the quartermaster of the post, or the officer commanding.

3.—*Stationary.*

To a major general, or other officer, commanding a division or department, so much stationary as may be necessary for the discharge of his public duties.

To every other general officer, or officer commanding a brigade, twenty-four quires of paper per annum.

To a colonel or other officer, commanding a regiment, or battalion, eighteen quires per annum.

For the use of any company, whether in garrison or otherwise, twelve quires per annum, and a large company book once in five years.

For the use of every other commissioned officer in the army of the United States, three quires per annum.

A proportion of other stationary, at the rate of twenty-five quills, twenty-five wafers, and one paper of ink powder, to each six quires.

4.—*Transportation.*

When officers are ordered on courts-martial, temporary commands, or other duty, the following rates will govern in the allowance made to them for transportation of their baggage, at two dollars per hundred weight, per hundred miles:

To a Major general,	pounds 1,000
Brigadier general,	900
Colonel, or assistant surgeon general,	800
Lieutenant colonel,	750
Major, judge advocate, paymaster, or chaplain,	700
Captain, or regimental surgeon,	600
Every other commissioned officer,	500
Cadet,	450

The most direct post route will determine the distance for which transportation will be allowed, whether the conveyance be by land or water, unless the route be designated in the order for the performance of the duty.

If an officer require it, he will be allowed his transportation *in advance;* or, if he prefer it, and the amount can be ascertained, he shall be allowed his stage fare *in advance*, where there is a direct stage route. In either of these cases, a certified copy of the original order, and certificates on honor, that he has neither been furnished with transportation, nor money in lieu thereof, will be necessary to entitle him to the allowance.

Immediately on arriving at the place to which he has received this allowance *in advance*, he will transmit to the quartermaster general's office, a certificate in the following form: I certify, on honor, that the route from ——— to ———, for which I received transportation in advance from ———, at ———, has been performed. The quartermaster paying the allowance for transportation, or stage fare, in advance, will make a certificate thereof on the original order, which will remain in the hands of the officer. If the original order be not in the possession of the officer drawing the allowance in advance, the certificate will be made on a certified copy of the same: but in no case shall the original order be dispensed with, when it can be had.

An advance on account of transportation will in all cases stand charged to the officer receiving it, until a certificate of the above nature be forwarded.

Officers, prisoners of war, shall be allowed for transportation of baggage, from the places where they are paroled, to their respective homes, unless transportation be furnished by the enemy, or the Government.

Each company or detachment of seventy-eight men, shall be allowed for the conveyance of camp equipage, and the baggage of company officers, when marching with the companies or detachments, to which they belong, one four-horse wagon and team, or two two-horse wagons and teams.

For the conveyance of the baggage of the field and staff officers of a regiment or battalion, when marching with their regiment or battalion, one two-horse wagon and team.

To each regimental hospital, for the conveyance of medicines, hospital furniture, hospital stores, and cooking utensils, one two-horse wagon and team.

For other hospitals and the sick, the transportation will be regulated by the commanding officer, and the attending surgeon.

No allowance will be made for transportation of baggage to officers fulfilling the first order after appointment.

Officers who seek and obtain transfers for their mutual convenience are not entitled to the allowance for transportation of baggage whilst executing the order for a change of stations.

5.—*Straw.*

One truss of straw, weighing thirty-six pounds, is allowed to every two men, at the commencement of the month. At the expiration of fifteen days, each truss will be refreshed with eight pounds; and at the expiration of the month the whole straw will be removed and a fresh bedding of one truss will be furnished.

The same quantity of straw is allowed to servants, or batmen, not soldiers, and for washerwomen, in the proportion of one to every seventeen men.

The allowance and change of straw for the sick in hospitals, will be regulated by the senior attending surgeon.

At all posts in the vicinity of prairies, belonging to the public, hay will be used in lieu of straw, and shall be provided by the troops.

6.—*Camp equipage.*

General officers, one markee, and one wall tent.

Field officers, two wall tents.

The officers of a company, two wall tents.

Medical staff of a regiment, two wall tents.

Military staff of a regiment or battalion, three wall tents.

To every six non-commissioned officers, musicians, and privates, including also the authorized number of washerwomen, one common tent, one iron kettle, and two tin pans.

7.—*Incidental allowances.*

Every officer of the army, whose duty requires him to be on horseback in time of action, and whose horse shall be killed in battle, shall be allowed a sum not exceeding two hundred dollars, on making satisfactory proof of the loss and value of the horse so killed within one year. The proof required shall be the affidavit of the quartermaster of the corps to which the owner may belong, or of two other credible witnesses.

Officers attending general courts-martial, either as members or witnesses, will be paid for each day occupied in travelling to, attending on, [the number of days which the court is actually in session,] and returning from said court, one dollar per day to those entitled to forage, and one dollar and twenty-five cents per day to those not entitled to forage. The allowance for travelling to and returning from the post where the court may convene, to be estimated computing at the rate of thirty miles per day.

Citizens who attend courts-martial as witnesses will be allowed the transportation of a lieutenant and three dollars per day for the time occupied in travelling to, attending on, and returning from the court, computing the travelling allowance the same as officers.

No compensation to be made to officers attending courts-martial, as witnesses, or members, if on duty, or on furlough, at the post or place where the court is held.

Officers performing the duties of special judge advocates to general courts-martial will be paid one dollar and twenty-five cents per day for every day they may be necessarily employed in the performance of said duties.

A reward of thirty dollars will be paid to any person who may apprehend and deliver to an officer of the United States' army a deserter from the said army. Rewards thus paid will be reported by the disbursing officer to the officer commanding the company to which the deserter may belong, for stoppage on the muster-rolls.

Non-commissioned officers, musicians, and privates employed at work on fortifications, in surveys, in cutting roads, and other constant labor, for a longer period than ten days, will be paid fifteen cents and allowed an extra gill of whiskey or spirits for each day whilst so employed. This allowance to be paid by the officer disbursing the contingent expenses of the work or expedition.

8.—*Returns, statements, and estimates required.*

1. The quartermaster general will make to the Secretary of the Department of War, on or before the 20th day of October, in each year, annual estimates of all moneys and supplies, which may be necessary in his department for the ensuing year.

He will make, on the 31st day of March, and 30th day of September, in each year, semi-annual returns to the Department of War, of the distribution of all supplies furnished by his department, noting the quantity on hand, and showing their state and condition.

He will make quarterly reports to the Secretary of the Department of War, of the state of the appropriation for the quartermaster's department, embracing the particular sums distributed to the officers and agents of the department, the amount disbursed by each, and the sums remaining in their hands unaccounted for; and in what manner each officer and agent has performed his duty. He will, in this report, exhibit a statement of the bank accounts of the regular disbursing officers of his department, and show as near as practicable, the rate of exchange between the principal points of disbursement, and the principal towns at which their commerce centers. This report to be made on the last days of January, April, July, and October, of each year.

2. The senior quartermasters of the military departments will make to the quartermaster general, on or before the 10th day of September, in each year, annual estimates of all moneys and supplies which may be necessary in their respective military departments for the year ensuing. They will, at the same time, make reports of all outstanding debts of the department within their respective military departments.

They will make semi-annual returns to the quartermaster general, on the 31st day of March, and 30th day of September, in each year, of all horses, and draught oxen, and other property of the public, which may properly belong to the quartermaster's department, within their respective military departments, agreeably to form No. 1.

3. All officers of the quartermaster's department, and all storekeepers, agents, and commanding officers, at posts where there are no quartermasters, will make, on the 31st day of March, and the 30th day of September, of each year, semi-annual returns, corresponding with form No. 1, to the senior quartermaster in their respective military departments.

4. All officers and agents in the quartermaster's department, and all commanding officers of posts, where there are no quartermasters, will make and transmit promptly to the quartermaster general, through the senior quartermaster in their respective military departments—

A monthly report of persons and articles hired, or employed in public service, agreeably to form No. 2.

A monthly report of non-commissioned officers and privates employed on extra duty, as mechanics and laborers, agreeably to form No. 3.

A monthly return of stores received for transportation and distribution, agreeably to form No. 4.

It shall be the duty of the senior quartermaster in each military department, to collect and transmit the above reports to the office of the quartermaster general, accompanied by his report of any failure on the part of the several officers, or agents, within his department.

5. All officers of the quartermaster's department, and all officers and agents making disbursements on account of the department, will make and transmit, *direct*, to the quartermaster general, to be transmitted by him to the proper accounting office of the Treasury Department, the following returns and accounts, viz:

Quarterly returns of quartermaster's stores received and issued agreeably to form No. 6, supported by vouchers corresponding with forms Nos. 7, 8, 9, 10, 11, 12, 13, and 14.

Quarterly accounts of current moneys received, expended, and remaining on hand on account of the quartermaster's department, agreeably to form No. 15, supported by vouchers corresponding with forms Nos. 16 and 17.

Quarterly accounts current of moneys received, expended, and remaining on hand on account of contingencies, agreeably to form No. 29, supported by vouchers corresponding with form No. 18.

These returns and accounts to be made on the last days of March, June, September, and December, in each year.

6. They will also make and transmit, *direct*, to the quartermaster General, immediately succeeding the close of every month, a monthly summary statement of moneys received, expended, and remaining on hand, agreeably to form No. 5.

7. All officers and agents of the quartermaster's department, and commanding officers of posts, where there are no quartermasters, will make such other returns, reports, and statements, as the quartermaster general may from time to time require.

Article 70.—*Purchasing Department.*

February 1, 1818. 1. The commissary general of this department, and his deputies, will purchase upon the orders and estimates of the War Department, all clothing, dragoon saddles and bridles, tents, tent poles, camp kettles, mess pans, bed sacks, and all other articles required for the public service, for the army of the United States; excepting, only, such as are ordered to be purchased by the ordnance and quartermaster general's departments, and the apothecary general.

[December 16, 1818. 2. Estimates and returns will be made in duplicate, and according to the prescribed form; one of which shall be transmitted to the Adjutant and Inspector General, and the other to the commissary general of purchases, (at Philadelphia,) on the 1st day of September, annually. A consolidated report of these estimates and returns will be laid before the Secretary of War, on the 1st of October, in each year, by the Adjutant and Inspector General, and by the commissary general of purchases, when the deficient and informal returns of regiments, corps, and battalions, will be stated, and on these reports a military investigation will be ordered on the commanding officer of any regiment, corps, or battalion, so reported.]

3. These estimates shall specify the company, or detachment, for which the clothing and camp equipage are intended, and shall designate the posts and places to which they are to be sent.

4. As all orders for the purchase and distribution of the clothing and equipments for the army appertaining to the purchasing department, will be predicated upon the estimates of the commandants of regiments, battalions, and corps, who shall be held strictly responsible for the correctness of the same and the due transmission thereof; they shall require from the officers commanding companies and detachments of their respective regiments, battalions, and corps, accurate estimates of all such clothing and camp equipage as may be necessary for the supply of their companies and detachments for the ensuing year, with a return of the articles on hand, and a report of their condition.

5. The articles purchased by the commissary general and his deputies shall be carefully packed and legibly marked with the name of the place or places where they are to be sent, and that of the company or detachment for which they are intended, accompanied by duplicate invoices of the articles contained in such packages, and shall be delivered to the issuing commissary or nearest military storekeeper.

6. For the purchases made by the commissary general and his deputies, quarterly accounts and vouchers shall be forwarded to the Second Auditor of the Treasury Department, agreeably to such forms as shall be prescribed; and, to the Secretary of War, monthly summary statements of the purchases.

7. For the delivery of the articles purchased by the commissary general and his deputies, the receipts of the issuing commissary or military storekeeper shall be the voucher, which will accompany his accounts of purchases, as above directed.

8. When the commissary general or his deputies shall have delivered the articles purchased by him or them to a military storekeeper or issuing commissary, he or they shall notify the quartermaster general or his deputy and assistants that transportation will be required, stating the time when the articles must be delivered at their destination. When the articles are received at the quartermaster's department, the officers of that department who furnish the transportation shall be held strictly responsible for the safe and speedy transit of the same.

9. The clothing department is subject only to the orders of the War Department and the commissary general of purchases. When by accident or casualty the clothing is lost before it arrives at its proper destination, the commissary general or his deputies, on a report of the fact, shall, with the least possible delay, furnish a duplicate supply, and deliver the same to the nearest issuing commissary or military storekeeper.

The commissary general will exercise his discretion and judgment in making contracts for the supply of clothing, and of all such articles as must be furnished by the purchasing department. The contracts proposed to his deputies shall be submitted to him, and must abide his decisions. He will judge of and decide upon the price and quality

of the clothing, and of all such articles as he may be ordered to purchase. For any error or delinquency in the discharge of this duty he will be held strictly responsible.

Duties of issuing commissaries and military storekeepers.

1. Issuing commissaries and military storekeepers shall be held strictly responsible for the safe keeping of all the articles delivered to them.

2. They shall cause to be forwarded to their respective places of destination all parcels delivered to them by the commissary general and his deputies, and for that purpose shall, when necessary and practicable, require of the quartermaster general's department transportation for the same; and when transportation cannot be procured from the quartermaster's department, they shall be authorized, and are hereby required, to provide the same. The voucher for the delivery of the articles by the issuing commissary or military storekeeper, ordered for transportation, shall be the receipt of the carrier, of which triplicates shall be taken; one to be forwarded to the officer commanding at the post to which the articles are directed, one to accompany his accounts to the Second Auditor, and the other to be given to the person having charge of the articles transported.

3. When by accident or casualty the clothing is lost or damaged before it arrives at its proper destination, it shall be the duty of the military storekeeper or issuing commissary, under whose direction such clothing was forwarded, immediately to collect the facts and circumstances attending all such losses or damages, and promptly to report these, in duplicates, to the Secretary of War and commissary general or deputy commissary by whom the original purchase was made.

4. Issuing commissaries and military storekeepers shall keep an account of all articles of public property by them received and delivered, and shall render their property accounts to the Second Auditor of the Treasury, with their cash accounts, quarter yearly, agreeably to such forms as shall be prescribed. In all cases when stores are forwarded by an issuing commissary or military storekeeper, he shall require from the officer to whom they are consigned a receipt for the same, which shall be sufficient to entitle him to a credit for such stores in the settlement of his accounts.

In all cases of transportation, an invoice of the articles transported shall accompany the same, and a duplicate thereof be forwarded by mail to the commanding officer for whom they are intended.

Distribution of clothing, &c.

On the receipt of the articles by the officer for whose company or detachment they are intended, and on examination or inspection of the same, he shall forward duplicate receipts therefor, one to the issuing commissary or military storekeeper from whom they were received, and the other to the Second Auditor of the Treasury Department, with which he will be charged and held accountable; for the distribution of which, according to law and regulations, he will render quarterly accounts and vouchers, agreeably to such forms as shall be prescribed.

Every officer commanding a company or detachment, upon the receipt of clothing, shall immediately cause an examination or inspection to be made of the same, by one or more officers or other proper persons, who, in case of a deficiency, either in quality or quantity, of the articles specified in the invoice, shall make duplicate reports of such deficiency, one of which shall be transmitted to the Secretary of War, and the other to the issuing commissary or military storekeeper by whom the clothing was forwarded.

He shall keep a company book, in which he shall cause to be entered a correct account of all articles received and issued for the use of his company or detachment, opening in said book, with each man of his company or detachment, a separate account, charging him with all articles to him delivered.

It shall be the duty of the commanding officer of each company or detachment to distribute the clothing semi-annually, in the months of April and November in each year, and in such quantities as may be deemed necessary and proper, provided that in all cases when clothing has been furnished by the Government, each non-commissioned officer, musician, and private, artificer, and laborer, shall receive in each year the quantity authorized by regulations.

If, upon an inspection, it shall appear that a soldier has lost or sold any article of his clothing or of his arms, the article is to be supplied and the price deducted from his wages.

All extra clothing shall be charged to the soldiers receiving it, and the amount thereof deducted from their monthly pay. Accounts of these charges and deductions shall be regularly kept in the company books, and the amount due from each soldier shall be stated on the muster-rolls, and shall be, by the paymaster, deducted on the next payment.

When a soldier of the regular army has clothing due at the time of his discharge, he shall receive pay from the regimental or battalion paymaster for the same, according to the annual estimated value, for such authorized articles of uniform.

Officers commanding companies and detachments shall render accounts to the Second Auditor of the Treasury Department semi-annually of their receipts and issues; and the receipts of the men under their respective commands shall entitle them to a credit for the distribution of clothing and equipments on settlement of their accounts.

Superintendents of the recruiting service for regiments and corps will continue to draw clothing, and issue the same as heretofore for that service.

Whenever a recruit may have drawn clothing, and shall afterwards desert previous to joining his regiment or corps, and leave such clothing, or any part thereof, it shall be the duty of the superintendent to take charge of the same, and he shall transmit quarterly to the commissary general of purchases an account, certified on honor, of all articles so left, which shall be kept separate from the other clothing, and be subject to the order of the commissary general of purchases; and, when delivered over to any officer, duplicate receipts shall be taken of the same, one of which shall be transmitted to the commissary general of purchases.

Clothing left by deserters who have joined their regiments or corps shall be taken care of and accounted for in the same manner, by the commanding officers of companies or detachments.

ARTICLE 71.—*Pay department.*

Regimental and battalion paymasters, in addition to the regular and punctual payment of regiments and corps, are to be considered district paymasters, and make individual and such other payments as may be regularly required of them within their departments.

To insure punctuality and responsibility, correct reports shall be made to the Paymaster General, once in two months, showing the disposition of the funds previously transmitted, with accurate estimates for the next payment of such regiment, garrison, or department, as may have been assigned to each; and shall at the same time render his accounts and vouchers of the last payment to the Second Auditor of the Treasury Department, through the Paymaster General.

If the statements of the expenditures thus made are found correct, and the estimates are approved and signed by the paymaster general, funds will be transmitted for the next payment.

Whenever paymasters shall fail to transmit estimates and render their accounts and vouchers to the auditor, through the paymaster general, for settlement, the provisions of the law will be enforced, and the army relieved from such embarrassment.

Generals commanding divisions, officers commanding military departments, and all officers while in the actual command of permanent posts and garrisons, separate from the stations of commandants of departments, which subject them to the additional expense of independent commands, are allowed double rations.

The pay account in which such charge is made must be supported by the officer's certificate, stating the post or garrison, and that he was actually commanding during the time charged.

No regimental or battalion paymaster will make payment of any supposed arrears of pay or bounty, to soldiers discharged by the civil authority.

The times for regular musters and inspections of troops, at the several posts and hospitals and infirmaries, will be communicated to the paymasters assigned to pay the same, by the commandants of departments; when this is distinctly known, there can be no excuse for neglect in the paymasters; and all deficiencies will be promptly reported to the office of the Adjutant and Inspector General.

No paymaster will issue due bills for the payment of the troops, nor take receipts where payment has not actually been made; and if any paymaster or other officer shall, either directly or indirectly, be accessary to the purchase of any non-commissioned officer's, musician's, or private's certificate or evidence of pay due, such certificate, receipt, or evidence of pay, will not be received as a voucher in settling pay accounts at the Second Auditor's office; and, on proof of the fact, such officer shall be dismissed the service.

Regimental and battalion paymasters will regularly pay all stewards, wardmasters, nurses, attendants, and patients, on the proper musters and inspections for that purpose, at the established hospitals and infirmaries within the district or department assigned to them.

Article 72.—*Subsistence Department.*

COMMISSARY GENERAL OF SUBSISTENCE.

The commissary general of subsistence will be stationed at Washington, and will have a general superintendence of his department. He will make all estimates of expenditure for his department; regulate the transmission of funds to his assistants; receive their returns and accounts, and adjust them for settlement.

ASSISTANT COMMISSARIES OF SUBSISTENCE.

It shall be the duty of assistant commissaries of subsistence, or storekeepers, to receive and account in the manner hereafter prescribed, for all subsistence stores entrusted to their charge; and to make and transmit to the proper accounting officer, through the office of the commissary general of subsistence, all returns and accounts. They will not receive subsistence stores from contractors, until duly inspected, according to the terms of the contract.

In case of failure on the part of the contractor, or a deficiency of rations, the military storekeeper, or assistant commissary of subsistence stationed at the depot where such failure happens, shall give immediate notice thereof to the commissary general of subsistence; shall, at the same time, make purchases of the necessary supplies, on the best terms possible; and will draw bills at sight on the commissary general of subsistence, for the payment of his purchases.

It shall be the duty of the several assistant commissaries of subsistence, or storekeepers, stationed at the depots where subsistence stores shall have been inspected and delivered, agreeably to the conditions of the contract, to give the contractor duplicate receipts for the same, stating at length the articles as enumerated in the contract.

Assistant commissaries of subsistence, at posts which are supplied from an established depot, will make early requisitions (approved and countersigned by the commanding officer) on the military storekeeper, or assistant commissary of subsistence, stationed at such depot; and as, in general, the deliveries at depots are made quarterly, it is preferred that requisitions should be made for the same period. Subsistence stores will, however, be furnished in such quantities and at such times as commanding officers may require.

Whenever it is found necessary to forward subsistence stores to an outpost, the assistant commissary of subsistence, or storekeeper stationed at the depot, will require the necessary transportation of the quartermaster's department, and will forward with the supplies triplicate invoices; two of which will be receipted and returned by the receiving commissary, and one of them must accompany the monthly return of stores received and issued.

The assistant commissary of subsistence, or storekeeper, will be held strictly accountable for the good condition of the supplies, when turned over to the quartermaster's department, for transportation. They will be held accountable for the safe keeping and storage of all supplies entrusted to their charge; and they will require of the quartermaster's department, good and sufficient store-houses for that purpose, and it will be their duty to examine frequently into the state of the stores, and to prevent damage or waste of every description.

Should subsistence stores become damaged or unfit for issue, the assistant commissary of subsistence, or storekeeper having them in charge, will report the same to the commanding officer of the post, who is hereby authorized and required to institute a board of survey, to be composed of two officers, when the service will permit; otherwise, of two respectable persons, well qualified, to act under oath; and all stores found damaged and unfit for issue, from causes other than neglect of the assistant commissary of subsistence, or storekeeper, shall be condemned and sold; the auctioneer's bill of such sale to accompany the account current, and an invoice of the stores thus condemned, with the cause of damage, certified by the board of survey, to accompany the monthly return of stores received and issued; and in case the board of survey be of opinion, that stores have been damaged by the neglect of the assistant commissary of subsistence, or storekeeper, they will make out an invoice of the articles damaged, and certify the same to the commissary general of subsistence, at Washington, who will have the amount of such damaged articles charged to the assistant commissary of subsistence, or storekeeper, in his accounts with the United States.

Issues to the troops will be made on provision returns signed by the commanding officer of the post agreeably to the form hereafter prescribed; and at the end of every month, the assistant commissary of subsistence will make out duplicate abstracts, which will be compared with the original returns, and certified by the commanding officer of the post, one of which abstracts must accompany the monthly returns of provisions received and issued. Issues will be made to men in hospital, on returns signed by the senior surgeon, and the cost of the component parts of the ration, drawn by the surgeon for the sick in hospital, will be charged to them, and they will be credited by the whole return computed at twenty cents per ration; the balance found due the hospital on each return will be expended by the assistant commissary of subsistence, for such articles of poultry, vegetables, milk, &c. as the surgeon may require, taking care that the amount expended does not exceed the sum due; the articles thus purchased

will be accounted for by the assistant commissary of subsistence, in his monthly return, in the same manner as the other stores received and issued. Abstracts for issues to the hospital will be made out by the assistant commissary of subsistence, and certified by the surgeon in the usual form, one of which will accompany the return of stores received and issued.

Officers commanding recruiting parties, distant from depots, will enter into a written contract for the rations necessary for his party; first giving the necessary public notice for proposals. The issues will be made on returns for complete rations, of which abstracts will be made at the end of each month, certified in the usual form; a duplicate or certified copy of the contract will be forwarded to the commissary general of subsistence, at Washington.

At all places where fresh beef can be procured for issue, the assistant commissary of subsistence will purchase, giving, if practicable, public notice for proposals, and he will enter into a written agreement for its delivery at the post, at such times as may be most conducive to the health and comfort of the troops, not exceeding twice a week; a duplicate or certified copy of the agreement to be forwarded to the commissary general of subsistence, at Washington.

When troops are detached to points, where there is no assistant commissary of subsistence, the commanding officer of the post or detachment may appoint an officer to do that duty, who will, while acting, be entitled to the additional pay of an assistant commissary of subsistence; but as such appointments are only made to meet the casualties of service, the officer thus appointed will not be considered on pay, after he has ceased to perform the duties. Officers making appointments of this nature will forthwith report them to the commissary general of subsistence, at Washington.

Assistant commissaries of subsistence and military storekeepers will be located by the commissary general of subsistence, at the several permanent depots, and established posts, and they will not be removed but by orders of the commanding general of the troops, or the commissary general of subsistence, except when posts are evacuated, in cases of arrest, or when required as witnesses before courts-martial; in such cases, a suitable person will be appointed by the commanding officer to do that duty.

The wastage on issues will be ascertained quarterly, or at such other periods, when from the small quantity of provisions on hand it can be readily ascertained; and the actual wastage thus found will be charged in the monthly returns of provisions received and issued.

The empty barrels and boxes, &c. will be sold by the assistant commissary of subsistence, and the amount accounted for in his quarterly account current.

The commanding officer of each garrison or post, where an assistant commissary of subsistence or military storekeeper is stationed, will detail a suitable non-commissioned officer or soldier, to be subject to such duties only, as the assistant commissary of subsistence or military storekeeper may require.

Extra issues of candles, soap, salt, and vinegar, will be made on returns expressing the number of pounds, quarts, &c. the returns will not be entered in the abstract of issues to the troops, or to the men in hospital, but will form an item of themselves, and be entered in the return of provisions received and issued. Should more than one return of this description be made within the month, they will be abstracted, and the abstract will be entered in, and accompany the return. Extra whiskey is usually drawn by the ration, and will be entered in the abstract of provisions issued.

When issues are made to Indians, a separate abstract will be made and entered in the monthly return of provisions received and issued.

At distant stations, where there is a difficulty of procuring provisions, assistant commissaries of subsistence are permitted to sell to officers of the army, such articles of subsistence as they may require, charging them the contract price, to which must be added the cost of transportation; the articles thus disposed of will be entered in the monthly returns of provisions received and issued; and the sums received in payment will be accounted for in the quarterly account current.

It is directed that monthly returns be made to this office, according to the form herewith of all subsistence stores received and issued. The upper columns of the return will exhibit the quantities received from contractors, assistant commissaries of subsistence, storekeepers, and of all purchases made during the month, which, when added together, will show the "total to be accounted for." The lower columns will explain the manner in which these stores have been disposed of. The issues made to the troops, to men in hospital, delivered to assistant commissaries of subsistence, and storekeepers, condemned and sold, wastage, and the quantity on hand, which, when added, ought to correspond with the total to be accounted for. The lower column of the return must be supported by abstracts of issues, to the troops, to men in hospital, receipts of an assistant commissary of subsistence, military storekeepers, the certificates of a board of officers, when provisions are condemned, and also a certificate on honor, as to the waste which has occurred in issuing.

Abstracts of provisions. The total number of rations will be converted into bulk, and placed at the lower line of the abstract, "quantity in bulk," according to the following table: One hundred and ninety-six pounds of flour to the barrel, one hundred and ninety-six pounds corn meal to the barrel, two hundred pounds of pork to the barrel, two hundred pounds of salt beef to the barrel, thirty-two gills of whiskey to the gallon, thirty-two quarts of salt to the bushel, thirty-two quarts of peas or beans to the bushel, and small rations, at the rate of four pounds soap, one and a half pound of candles, two quarts of salt, four quarts of vinegar, and twelve quarts of peas or beans to the hundred rations.

Accounts current will be forwarded at the expiration of each quarter of the year, ending 31st March, 30th June, 30th September, and 31st December. The debit side will exhibit the amount of all moneys expended in the purchase of provisions, and all authorized expenses. Two abstracts are required, the one for all purchases made of subsistence stores, the other of all contingencies, supported by bills regularly receipted, folded to uniform size, endorsed, and entered in the abstract according to date, and the amount of the abstract will be charged in the accounts of the quarter. The credit side will exhibit all moneys received from Government or its agents, and all sums accruing from the sale of damaged provisions, empty barrels, casks, &c.

A book will be kept at each permanent post and depot, ruled to correspond with the monthly return, in which will be entered all subsistence stores received, stating from whom received, and whether they were purchased and paid for; entries will also be made therein of all stores delivered to assistant commissaries of subsistence, and military storekeepers, and at the end of each month the amount of issues to the troops, and to men in hospital, must be included, so as to exhibit a full and accurate statement of all receipts and issues: in case of removal, the book must be left at the post for the benefit of the service.

The component parts of the ration is as follows: Three-quarters of a pound of pork, or one pound and a quarter of fresh beef, or one pound and a quarter of salt beef, or twelve ounces of bacon, eighteen ounces bread or flour, or twelve ounces of hard bread, or one pound and a quarter of corn meal, one gill of whiskey, and at the rate of four pounds of soap, one pound and a half candles, two quarts salt, four quarts vinegar, and twelve quarts peas or beans, to the hundred rations.

The most favorable results are anticipated from carrying into effect the objects contemplated by the general order of the 11th September, 1818, at the following places: Natchitoches, Belle Point, on the Arkansaw, the posts on the Missouri, above Belle Fontaine, and on the Upper Mississippi. At Green Bay and Chicago, and at every post which may be established in the vicinity of the upper lakes. The bread and other vegetable parts of the ration, not exceeding the quantity required for the subsistence of the troops, composing the several garrisons, will be purchased by the assistant commissary of subsistence, at the contract price of the depot, the amount of such purchases will be paid into the hands of the paymaster, or such other officer as the commanding officer may direct, and by him distributed among the officers, non-commissioned officers, musicians and privates of the several garrisons, according to the muster-rolls. The officers will be entitled to fifteen per cent. of the whole amount of sales to the assistant commissary of subsistence, to be equally distributed without regard to rank. It is understood that the stores thus purchased are to be delivered in good order for issue, without expense to the United States. To enable the commissary general of subsistence to make his estimates, frequent reports are required from commanding officers of posts, and assistant commissaries of subsistence, to him, relative to the state of the crops, and of the probable quantity of flour, and of peas or beans, they will be able to furnish.

Each assistant commissary of subsistence, and subsistence military storekeeper, will be allowed a half cord of fuel per month, for the months of November, December, January, February, March, and April, for the use of their storehouses, in addition to their individual allowances.

ARTICLE 73.—*Medical department.*

SURGEON GENERAL.

September, 1818. The surgeon general shall be the director and immediate accounting officer of the medical department. He shall issue all orders and instructions relating to the professional duties of the officers of the medical staff, and call for and receive such reports and returns from them as may be requisite for the performance of his several duties.

He shall receive from the assistant surgeons general and the medical directors of armies, districts, and departments, confidential reports relative to the condition of the hospitals and infirmaries, the character and conduct of the surgeons and mates, the state of their books and accounts, the medical topography of the several posts and stations, the nature of the prevailing complaints, their probable causes, and the treatment adopted.

He shall receive from every surgeon and mate performing the duties of surgeon, quarterly reports of sick, with such remarks as may be necessary to explain the nature of the diseases of the troops, the practice adopted, and the kinds of medicines and stores required; together with a copy of the entries made for the quarter in the book kept for the diary of the weather, accompanied with suitable observations.

He shall receive from every surgeon and mate, having charge of public property of any description for the use of the sick, duplicate semi-annual returns of the same in the form and manner prescribed; and also annual requisitions for the supplies required for each hospital, regiment, post, or garrison for the ensuing year; and transmit them with his remarks and instructions to the apothecary general, accompanied with a statement, to be obtained from the office of the adjutant and inspector general, of the probable number of troops to be stationed at the several posts, &c. for which they are made.

He shall receive from the apothecary general and his assistants duplicates of all invoices of supplies put up for, and delivered or forwarded to, the several surgeons and mates; and also a return of the several articles purchased, with the price or average price of each.

He shall examine the returns and accounts of the surgeons and mates; see that proper vouchers are sent for articles issued, and that the quantities expended with the sick are agreeable to the numbers on the sick reports, and the nature of their complaints; if so he shall certify it, and at the end of each year, and oftener if necessary, send the returns and accounts thus certified to the office of the Second Auditor for final settlement. If he does not receive proper vouchers for issues, and satisfactory evidence that articles so reported have been lost or destroyed by unavoidable accident, he shall forthwith obtain the necessary documents from the person making the return, or transmit the amount to the office of the Second Auditor, to be charged to his account. If, upon comparing the returns with the reports of sick, there appears to have been any improper expenditures of medicines or stores, either in quantity or quality, he will require an explanation thereof from the person making the return, and, if necessary, direct the assistant surgeon general or the medical director to examine the books and accounts of said person, and to ascertain how and why such expenditures have been made; and the amount of any articles proven to have been improperly applied will be charged in the office of the Second Auditor to the account of the person who has thus misapplied them.

He shall keep a register of all the medical officers in service, in which shall be recorded the dates of their appointments, promotions or transfers, the posts and stations at which they have been on duty, and for what length of time at each place, the furloughs they may receive, by whom and for what length of time they were granted, and the time of their return to duty; he shall also enter in this register his remarks on the several reports and returns made to him, together with the substance of the confidential reports of the assistant surgeons general and medical directors, as well as of all other communications he may receive relating to the character, conduct, and professional qualifications of the surgeons and mates, keeping a regular file of the original documents, and submitting the whole from time to time to the examination of the Secretary of War.

He shall make to the Secretary of War such reports and returns as may be necessary to explain all the concerns of the department under his charge; with such remarks relative to improvements in practice and police, and to the clothing, subsistence, &c. of the army, as may seem to be required for the preservation of health, the comfort and recovery of the sick, and the good of the public service.

ASSISTANT SURGEONS GENERAL.

The assistant surgeon general shall be the medical inspector for the division, district, department, or army to which he is attached. It shall be his duty to inspect the hospitals and infirmaries under his charge, according to the instructions he may receive from the surgeon general; to ascertain the manner in which each officer performs his duties; to see that the necessary supplies are received for the sick; that they are of a good quality, and that they are properly expended.

He shall strictly examine the case books, prescription books, and diet books of the surgeons and mates, and from them ascertain the nature of the diseases that have prevailed, their symptoms, the practice adopted, and the result; and hence judge of the professional abilities of the attending surgeon, and ascertain that the quantity and quality of the stores and medicines used are conformable to the nature and duration of the complaints.

From an examination of the book containing the diary of the weather, medical topography of the station or hospital, account of the climate, complaints prevalent in the vicinity, &c., and from suitable inquiries concerning

the clothing, subsistence, quarters, &c. of the soldiers, he will discover, as far as practicable, the probable causes of disease, and recommend the best means of preventing them; and also make such suggestions relative to the situation, construction, and economy of the hospitals and infirmaries, as may appear necessary for the benefit and comfort of the sick, and the good of the service.

He shall examine the books and accounts of the steward; see that his issues of hospital stores and furniture agree with the diet books and written orders of the surgeons and mates, and that he has kept a correct account of the number of rations drawn, agreeably to the register and muster-rolls of the hospitals. Ascertain, also, that the wardmaster keeps a strict account of the bedding, furniture, cooking utensils, &c. received for the use of the hospital; of the articles lost, worn out, or destroyed by order; and also of the clothing, arms, and equipments of every patient admitted, and that they are disposed of agreeably to the regulations on that subject; and that he pays due attention to enforcing the police prescribed, and to the order and cleanliness of the patients, wards, and kitchens.

He shall make to the surgeon general, at such times as he may direct, confidential reports, containing all the information he may obtain concerning the character, conduct, and attention to duty, of the several surgeons and mates; the order and condition of their hospitals and infirmaries, and the state of their books and accounts; with such remarks relative to the causes of diseases, the best means of preventing them, their symptoms, and the treatment adopted, as appertain to the report of a medical inspecting officer.

APOTHECARY GENERAL AND HIS ASSISTANTS.

The apothecary general and his assistants shall purchase all medicines, hospital stores, surgical and other instruments, books, and dressings, required for the public service of the army. The articles so purchased shall be carefully packed under their direction, and by them delivered either to the surgeons or to a military storekeeper, or to a quartermaster, for transportation to the places of their destination and use; and all parcels so packed shall be legibly marked with the name of the place to which they are to be sent, or of the regiment or corps for which they are intended, and accompanied with an invoice of the articles contained in them, a duplicate of which shall be forwarded to the surgeon general.

They shall make no issues but upon the annual requisitions or estimates received from the surgeon general, except in extraordinary cases, as the marching of a detachment, the arrival of a greater number of men at a post than had been estimated for, the loss or miscarriage of any articles, unusual expenditure from a sickly season, &c. All which issues shall be regulated by the standard supply table, and made upon the requisition of the attending surgeon, countersigned by the commanding officer.

They shall compound and prepare such medicines as may be thought necessary for the good of the service; cause suitable medicine chests to be constructed, according to the directions of the surgeon general, and furnished to the several hospitals, regiments, posts, and garrisons.

They shall make quarterly returns of their purchases to the Second Auditor, accompanied with invoices of the articles purchased, for which they shall be charged; and nothing will exonerate them from such charge but the receipt of a surgeon, military storekeeper, quartermaster, or other person authorized to receive supplies of this nature, or a certificate on honor, for what may have been expended in the apothecary's department, stating for what purpose. If articles become damaged or unfit for use, they will not be taken off the books of the Second Auditor to their credit until sold by order of the War Department.

They shall make an annual return to the surgeon general, on the 30th of September, of the medicines, instruments, hospital stores, books, dressings, bedding, and stationary purchased by them, with the price, or average price of each; and also a return of the articles remaining on hand at that time.

The assistant apothecaries general will purchase, receive, and issue whatever articles the apothecary general may deem necessary to have purchased or issued in their respective districts, making returns of the same to him.

SURGEONS ATTENDING GENERAL HOSPITALS.

The senior surgeon shall be *ex officio* medical director and inspector of hospitals for the army or district to which he is attached. He shall enforce the rules and regulations given for the government and direction of the surgeons and mates; examine, and if he approve, countersign all requisitions upon the apothecary general or his assistants, except that made on the 31st of December, for the ensuing year; and, as inspector of hospitals, he shall perform all the duties required of the assistant surgeon general.

The surgeon attending a general hospital shall observe the instructions of the assistant surgeon general and of the medical director in every thing relating to the hospital under his charge; superintend its construction, government, and police, and be held responsible for the manner in which the subordinate officers perform their respective duties.

He shall keep a register of all patients admitted into his hospital, in the form and manner prescribed.

He shall receive and carefully preserve the descriptive list of each individual, noting on it any payments made, or clothing issued to him while in hospital. Should any surgeon or mate send patients to his hospital, without the report required by the regulations, and certified copies of their descriptive lists, or should they be sent by any officer of the line without their descriptive lists, it shall be his duty forthwith to demand them, and if they be not sent within a reasonable time, or some good cause given for the neglect, he shall immediately apply to the commanding officer for the arrest of such delinquent on the charge of disobedience of orders.

He shall keep a *case book*, *prescription book*, and *diet book*, in which shall be daily recorded the symptoms in every important case, together with the medicines and diet prescribed; and these shall serve as a guide to the assistant surgeon or apothecary in delivering the medicines, to the steward in distributing the stores, and for the information of the medical inspector. He shall keep a diary of the weather, in the form and manner prescribed, noting every thing of importance relating to the medical topography of his station, the climate, complaints prevalent in the vicinity, &c., and also an orderly book, in which shall be transcribed all orders concerning, or any ways relating to, the medical department.

He shall divide his hospital into as many wards as he may have medical attendants, and every morning, at as early an hour as practicable, visit each ward, prescribe himself in all important cases, and consult with the attending surgeon; and in the evening inquire of the resident surgeon the state of the sick, and again visit such as may require particular attention.

He shall, as far as practicable, assign appropriate wards to the patients, according to the nature of their complaints; be careful that the wards are well ventilated, and the patients not too much crowded; by a rigid attention to police prevent, if possible, the origin of contagion, and, should it appear, make every exertion to counteract it by enforcing personal cleanliness, and by frequent changes of linen, bedding, &c.

He shall prescribe such rules and regulations as he may think necessary for the direction of the attendants, and the order, cleanliness, and convenience of his patients; and cause them to be printed or written in a legible hand, and hung up in some conspicuous place in each ward.

He shall, from the descriptive lists in his possession, make regular muster-rolls of the patients in his hospital, and also of his stewards, wardmasters, cooks, nurses, and matrons, in the form prescribed, for the examination and certificate of the inspector general, or officer acting as such, as in other cases of muster and inspection for payment.

He shall see that his steward makes out correct returns for rations, agreeably to the number of patients and attendants present; direct what part of the ration shall be retained, and sign the requisitions.

In lieu of the rations or parts of rations retained, he shall make requisitions upon the deputy commissary of subsistence for such supplies of vegetables, poultry, milk, &c. as he may think necessary for the use of the sick, provided that the cost of the articles so purchased does not exceed the value of the rations and parts retained, estimating the whole ration at twenty cents.

He shall once a month examine the books and accounts of his steward and wardmaster; see that the hospital stores have been properly applied; that the arms, clothing, and equipments of the patients are cleansed, numbered, marked, registered, and deposited in the wardmaster's room; and that a regular account is kept of the furniture, bedding, &c. in use in the hospital; and if any attendant or patient shall be convicted of wilfully destroying or purloining any article of public property, the amount of its value shall be charged to him by the surgeon on his descriptive list, and deducted from his pay at the next payment; and it shall be the duty of the surgeon to prosecute any citizen who may buy or receive public property of any description from any one attached to the army, agreeably to the law on that subject.

ASSISTANT SURGEONS TO GENERAL HOSPITALS.

The assistant surgeons shall obey the orders and instructions of the senior surgeons, see that subordinate officers attend strictly to their duties, and aid in enforcing the regulations of the hospital.

Each assistant shall accompany the surgeon in his morning visit to the ward assigned to his particular charge; make the proper entries in the case book, prescription book, and diet book; and from the latter fill up the diet table for the day. In the evening he shall again visit his ward, and, if necessary, report to the surgeon.

He shall be responsible for the proper distribution and administration of the medicines prescribed, for the manner in which the wardmaster and nurses perform their duties in his own division, and that the patients conform to the prescribed regulations.

One of the assistant surgeons shall be detailed daily to reside within or near the hospital, at all hours of the day and night. He shall prescribe in urgent cases; examine such patients as may be sent to the hospital; see that they are regularly entered in the register, that their descriptive lists are filed, and, if they do not bring them, report it forthwith to the surgeon; that the wardmaster takes charge of their clothing, arms, and equipments; that they are washed, furnished with clean garments, and placed in their appropriate wards, and report to the surgeon the next morning, and immediately in important cases. He shall make the proper entries in the book containing the diary of the weather, and, as police officer of the day, see that all the orders and regulations of the hospital are duly attended to.

One of the assistant surgeons shall take charge of the books of the hospital, viz: the register, case book, prescription book, and diet book, that containing the diary of the weather, and the orderly book; and shall call at the office of the adjutant generals every day, or as often as may be convenient, and transcribe all orders relating to the medical department. He shall also take charge of the descriptive lists of the patients, and have them regularly filed according to their companies and regiments or corps.

One assistant surgeon shall take particular charge of the dispensary, instruments, and medicines; keep an account of expenditures, agreeably to the prescription book; make out the regular semi-annual returns of medicines, instruments, stores, &c., and present them to the surgeon for his examination and signature.

HOSPITAL STEWARD.

It shall be the duty of the steward to receive and take charge of all hospital stores, furniture of every description, and supplies purchased for the use of the sick; to keep a roster of the nurses and attendants; and from this and the register to make out returns for rations agreeably to the number in hospital, and present them to the surgeon for his examination and signature; to receive and distribute the rations; and to submit his books and accounts to the surgeon for examination at the end of each month.

He shall issue the hospital stores and other supplies to the cooks and nurses, and enter in a book daily the amount of each article delivered; for which the diet book and written orders of the surgeon and assistant surgeon shall be his vouchers. He shall deliver to the wardmaster such articles of bedding, furniture, cooking utensils, &c. as shall by written orders be directed for the use of the hospital; be responsible for the order and neatness of the store room; and on no account allow any of the patients or attendants to enter it in his absence, or to remain there longer than may be necessary to obtain their supplies.

WARDMASTER.

The wardmaster shall receive from the steward all the furniture, bedding, cooking utensils, &c. required for the use of the hospital, and be held responsible for them. He shall keep a book in which shall be recorded the articles distributed to the several wards and kitchens, holding the nurses and cooks responsible for whatever he may deliver them. He shall once a week take an inventory of every thing in use, and report to the surgeon whatever is missing, worn out, or destroyed by order, and also the name of any patient or attendant whom he may suspect of wilfully destroying or purloining any species of public property.

On the admission of a patient, he shall take charge of his clothing, arms, and equipments; see that they are made perfectly clean; that they are registered in a book which he shall keep for the purpose, numbered, labelled with the name, rank, company, and regiment or corps of the owner, and deposited in an appropriate apartment; and, in case of his death, he shall deliver the surgeon an inventory of the abovenamed articles, together with any money, &c. left by him.

The cooks, nurses, and attendants shall be under his immediate direction, and subject to his orders. He is responsible for the cleanliness of the patients and attendants of the kitchens, wards, furniture, and cooking utensils. He shall call the rolls of the wards at sunrise and sunset, and report absentees; see that every patient is washed and his hair combed every morning, and shaved, when his case will permit, at least thrice a week; that the wards are swept and sanded, and the beds made, before the time of the morning visit of the surgeon; that the close stools and spit-boxes are made perfectly clean every morning, and the pans emptied and washed immediately after being used, and partly filled with powdered charcoal and water; that the beds and bedding are frequently aired and exposed to the sun, and the straw changed once a month, and oftener if necessary; and, when a patient dies, that the straw is burned, the bunk, bed-sack, and bedding cleansed and returned to the steward, if not wanted in the hospital.

REGIMENTAL SURGEONS.

The regimental surgeon shall obey the instructions of the assistant surgeon general and the medical director, be responsible for the order and neatness of his hospital or infirmary, for the manner in which his mates and attendants perform their respective duties, and for the comfort and convenience of those sick in quarters.

He shall observe all the regulations given for a surgeon attending a general hospital in relation to the register, case book, prescription book, diet book, orderly book, and that containing a diary of the weather, the medical topography of his post or station, &c., and also all those respecting the ventilation of his hospital; preventing or obviating the effects of contagion; prescribing suitable police regulations; making out muster-rolls of his nurses and attendants; signing requisitions for rations, directing what part shall be retained; making returns for vegetables, poultry, &c.; examining the returns, books, and accounts of his steward and wardmaster, and punishing those who wilfully destroy or purloin public property, or receive any property thus purloined.

He shall receive written morning reports of sick from the orderly sergeant of each company, who shall see that those reported present themselves at the place appointed by the surgeon, and be present himself at their examination; he shall immediately report all cases of feigned sickness to the commanding officers of companies, prescribe for those who are able to remain in their quarters, and send those who require it to the hospital; he shall then visit his hospital, prescribe himself in all important cases, and in the evening again see those who require particular attention.

Unless when specially directed, or in uncommon cases, he will send no patients to the general hospital, except his own be crowded, or he be ordered to march, when he will send all whom he may judge unable to accompany the regiment, and with them a report, in the form prescribed, stating their names, rank, &c., together with a general account of the symptoms and duration of their complaints, and the treatment adopted; and he shall on no account neglect to obtain from the commanding officers of companies certified copies of their descriptive lists, and to transmit them, together with their clothing, arms, and equipments, to the surgeon having charge of the hospital.

He shall designate to the commanding officer those who should be allowed to ride, or have their knapsacks, &c. carried in the wagons; accompany the regiment; be within call in case of accident; and at all times have his instruments and dressings ready and at hand to attend the wounded.

He shall accompany the officer appointed to select ground for an encampment, and, as far as consistent with other arrangements, recommend such places, and that the tents be pitched in such manner as may be best calculated to protect the soldier from the inclemencies of the weather; and, when necessary, advise that the floors be raised, or other means taken to prevent the bad consequences of low and uneven positions.

When his regiment is in quarters or permanent encampments, he shall immediately point out, and the quartermaster shall furnish, a suitable place for the reception of the sick; and, whenever it is practicable, he shall procure for this purpose some building in the vicinity, only putting his patients in tents when absolutely necessary. He shall frequently visit the tents, see whether they are kept as dry as the nature of the ground will permit, and whether they are clean, and occasionally aired and struck. When in quarters, he shall from time to time inspect the rooms and kitchens, and so far direct the manner of preparing the food as he may think necessary for the health of the soldiers; examine the quality of the various parts of the ration, and immediately report to the commanding officer any defects he may discover; see that the vaults are dug at a proper distance from the camp, and frequently covered with fresh earth; and, either by special reports, or in his remarks on his morning reports, make such observasions and suggest such improvements upon all these points, as he may think necessary to preserve the health of the troops, and for the comfort, convenience, and recovery of the sick; and the commanding officer of his regiment shall issue such orders as he may think necessary and proper to remedy the evils and supply the defects thus reported to him.

He shall report to the commanding officer of companies such men as are unfit for service; furnish a certificate to those entitled to pension, in the form prescribed; and accompany the inspecting officer on muster and inspection days, and see that they are mustered accordingly.

REGIMENTAL MATES.

When the number of patients permits, and both mates are present, the hospital shall be divided into two equal wards, which shall be under the immediate direction of the respective mates. They shall accompany the surgeon in his morning visit; make the proper entries in the case book, prescription book, and diet book; frequently visit the hospital during the day, and report to the surgeon in the evening, and oftener in urgent cases; attend to the preparation and distribution of the medicines; assist in making out the proper reports and returns; see that the nurses are attentive to the sick, and regularly administer the medicines prescribed; and that the regulations of the hospital are strictly attended to.

If both mates be present, the senior shall take charge of the register, and see that each patient be regularly entered therein; that the diary of the weather be properly kept; and that the steward and wardmaster attend to all the duties required by the regulations. The junior shall have particular charge of the medicines and instruments, and be responsible to the surgeon for their good condition; and see that all orders relating to the medical department are transcribed in the orderly book.

In the absence of the surgeon, the senior mate present shall perform his duties.

POST SURGEONS.

The post surgeon shall obey the instructions of the assistant surgeon general and medical director; be responsible for the order and cleanliness of his hospital, the manner in which his attendants perform their duties, and for the comfort and convenience of the sick.

He shall observe all the regulations given for the surgeon attending a general hospital, in respect to the books and accounts to be kept; the ventilation of his hospital; preventing and obviating the effects of contagion; prescribing suitable police regulations; making out muster-rolls of his nurses and attendants; signing requisitions for rations, and directing what parts shall be retained, making returns for vegetables, poultry, &c. examining the books and accounts of the steward and wardmaster; and punishing those who destroy or purloin public property, or who receive any property thus purloined.

He shall also observe all the regulations given for the regimental surgeon, in respect to receiving morning reports; reporting cases of feigned sickness; visiting his hospital, and prescribing for his patients, selecting a suitable place for their reception, inspecting the tents or quarters and kitchens, and directing the manner of preparing the food; examining the quality of the rations, making special reports to the commanding officer, or suitable remarks on his morning reports, upon whatever may conduce to the health of the troops or recovery of the sick, reporting those unfit for service; furnishing certificates for pension, attending the inspecting officer, and seeing them mustered accordingly.

STEWARDS AND WARDMASTERS OF REGIMENTS, POSTS, OR GARRISONS.

Every regimental surgeon may, with the consent of the commanding officer, select an active, intelligent non-commissioned officer, and every post surgeon a private, who shall be permanently attached to the hospital, and act as steward and wardmaster; and who shall observe all the regulations above given for the direction of the steward and the wardmaster of a general hospital. Citizens may be employed in lieu of soldiers, at the option of the surgeon; if engaged for the hospital or infirmary of a regiment, they will be allowed sixteen dollars per month, and one ration per day; if employed at a post or garrison, they will receive ten dollars per month, and one ration per day.

Of reports, returns, requisitions, &c.

Every surgeon, and mate acting as surgeon, shall make a quarterly report of the sick to the surgeon general in the form and manner prescribed, with remarks relative to the nature and symptoms of the complaints reported, the treatment adopted, and the medicines and stores most in demand; and also transmit therewith a correct copy of the entries for the quarter in the book kept for the diary of the weather, with his observations upon the medical topography of the post, station, or hospital; the climate, prevalent diseases, and their probable causes.

Every surgeon and mate, having charge of the sick, shall make a monthly report to the medical director of the army or district to which he belongs; and every one attending the sick of a regiment, post, or garrison, shall make a morning to report the commanding officer in the form prescribed.

All surgeons attending recruiting rendezvous will make monthly reports to the surgeon general of the number of men examined by them, in the form prescribed.

Every surgeon and mate, on being ordered to a new station, shall immediately inform the surgeon general thereof, and also from whom he received the order; on receiving a furlough, he shall also report it, stating by whom and for what length of time it was granted; and report himself once a month until his return to duty.

All applications of post surgeons for change of stations shall be made to the commanding generals of division; and will be immediately reported to the surgeon general, with the reasons assigned therefor.

Every surgeon and mate having charge of public property of any description for the use of the sick, shall make duplicate returns of the same to the surgeon general on the 31st of March, and the 30th of September, annually; and on the 31st of December, make also, agreeably to the standard supply table, duplicate requisitions or estimates of the supplies required for the ensuing year, noting the number of troops for which they are made.

On receiving supplies, they shall immediately report to the surgeon general their quality and condition; and whether the articles received agree with the invoice of the apothecary general or his assistant.

The regular supplies of medicines, instruments, hospital stores, bedding, dressings, medical books and stationary will be purchased by the apothecary general and his assistants only, agreeably to the annual requisitions of the surgeons and his mates. Whenever an extra supply is required, in consequence of the marching of a detachment, the arrival of a greater number of men at a post than had been estimated for, the loss or miscarriage of any article, unusual expenditure from a sickly season, &c. requisitions, agreeably to the standard supply table, will be made for them by the attending surgeon, and countersigned by the commanding officer of the regiment, post, or detachment; and if they cannot be conveniently obtained from the apothecary general or his assistant, they may be purchased by the surgeon, or an officer of the quartermaster's department. Duplicates of such requisitions will, in all cases, be immediately forwarded to the surgeon general, and the reasons stated which rendered them necessary.

Requisitions for cooking utensils and such other articles of hospital furniture as cannot be conveniently obtained from a commissary of purchases, or a military storekeeper, will be made upon an officer of the quartermaster's department, who will furnish the articles required, the requisitions being countersigned by the commanding officer of the department, regiment, or post.

When a surgeon is ordered away from the medical supplies under his charge, he shall immediately make to the surgeon general a return of all articles received, expended and issued since his last regular return, accompanied with a receipt in detail for the remainder, if he be relieved by a surgeon; but if he deliver it to the quartermaster of a regiment or post, a military storekeeper, or other person than a surgeon, he shall, with the returns, and one of the receipts given him, transmit an invoice of the articles delivered, certified on honor, a copy of which invoice, signed by him, shall be left with the medicines, stores, &c. And when any surgeon or apothecary receives the articles thus left with a quartermaster, military storekeeper, &c. he shall, in his next return, state by whom they were left, as well as from whom they were received.

Surgeons receiving a furlough will be held responsible for all public property under their charge; they will, therefore, take duplicate receipts for the same; and if they be absent three months, they will be required to transmit to the surgeon general returns, receipts, and invoices, as directed in the preceding regulation.

Medical and hospital supplies are not to be detained or diverted from their destination, except by generals of division, and commanding officers of departments, in cases of absolute necessity; when a report will be promptly made to the adjutant and inspector general, that further orders for deficiency may be given.

Whenever any instruments, stores, &c. put up for, and directed to one post, garrison, regiment or hospital, are, by the orders of any officer, taken for the use of another, it shall be the duty of the surgeon receiving them to report the circumstance immediately to the surgeon general, and to transmit to him a certified copy of the order, the reasons for which it was given, and a receipt for the articles; and also, when practicable, to notify the surgeon for whom they were intended, and on the receipt of his own supplies to furnish him with the same amount.

General instructions.

Surgeons of regiments will have precedence over post surgeons, and post surgeons will have precedence of regimental mates; in these several grades further reference will be had to date of commissions. In the choice of quarters, the medical staff will have precedence of subalterns, under the direction of the commanding officer, who may always claim precedence of those under his command.

Every surgeon having charge of a general hospital, shall appoint his own steward, wardmaster, cooks and nurses; and if they be taken from the line of the army, it must be with the consent of the commanding officer of the army, district, or department. Every surgeon of a regiment, post, or garrison, shall also, with the consent of his immediate commanding officer, select his attendants. They shall be permanently attached to the hospital or infirmary, and exclusively under the orders of the surgeon and mates; and shall not be removed, except for misdemeanor, and at the request of the surgeon, unless in cases of urgent necessity; and then only by the order of the commanding officer of the district, department, army, regiment, post, or garrison to which they belong.

The following will be the allowance of attendants on a hospital or infirmary in ordinary cases: To a general hospital, one nurse to every ten, one matron to every twenty, and one cook to every thirty patients. To a regimental hospital, one non-commissioned officer as steward and wardmaster, one cook, two matrons and four nurses.

To a post or garrison, with one company, one private, as steward and wardmaster, and two nurses, or one nurse and one matron; for each additional company, one nurse. The non-commissioned officer who acts as steward and wardmaster, to receive twenty cents per day extra pay, and the private employed as steward and wardmaster to receive fifteen cents per day extra pay. The matrons to receive six dollars per month, and one ration per day.

The allowance of quarters, fuel, and straw for the sick, and of wagons for transporting medicines, stores, furniture, &c. will be regulated by the surgeon and commanding officer or medical director; the requisitions to be made by the former and countersigned by the latter.

Hospital stores will be furnished only to the officers, non-commissioned officers, musicians, privates, and enlisted artificers and laborers in the service of the United States; and medicines only to them and their families.

Whenever a soldier is sent to a general hospital, or left in the hospital or infirmary of a regiment, post, or garrison, it shall be the duty of the officer or surgeon sending or leaving him, to furnish a certified copy of his descriptive list to the surgeon taking charge of him; who shall, on the return of the soldier to duty, transmit it to the officer under whose command he is put, with a certificate of any payments made or clothing issued to him while in hospital.

Should a soldier leave a hospital on furlough, he shall be furnished with a certified copy of his descriptive list; should he desert, it shall be the surgeon's duty to advertise him in the usual manner; and in case of his death, his descriptive list shall be preserved in the hospital for the benefit of his friends and heirs, and on it shall be stated the amount of clothing, money, &c. left by him; and the surgeon shall, in all these cases, forthwith inform the commanding officer of his company or regiment of the facts and the attending circumstances; and also of the time to which those who die were last paid, and the money and effects in their possession at the time of their decease.

Patients will not be removed from an hospital until reported by the surgeon for duty, except in cases of emergency; and then only by the order of the commanding officer of the post, regiment, or army.

Whenever a soldier is rendered incapable of performing military duty by reason of wounds or injuries received in service, and while in the line of his duty, any surgeon or mate of the army, upon obtaining sufficient evidence of the fact, the time, place, and manner of its occurrence, shall furnish him with the necessary certificate to obtain his discharge and pension in the form prescribed; *a duplicate of which, he shall, in all cases, forward to the adjutant and inspector general.*

No candidate shall receive the commission of surgeon or mate in the army, who has not obtained a diploma or certificate from some respectable medical school, college, or society, or passed the examination of an army medical board.

No surgeon of the army shall be engaged in private practice.

When any officer employs a citizen surgeon, he shall immediately inform the surgeon general of his name and place of residence, and also cause him to be furnished with a copy of the regulations of the medical department.

Citizens employed as surgeons will be allowed the following rates of compensation: For attending a post, garrison, or detachment of one hundred and upwards, including soldiers' wives, forty dollars per month; of from fifty to one hundred thirty dollars per month; and for attending any number under fifty, twenty dollars per month, exclusive of medicine. When they furnish their own medicine, they shall be allowed an addition of from twenty-five to fifty per cent. upon their pay, the proportion to be determined by the surgeon general or medical director. If engaged to accompany a regiment or detachment on a march or expedition, they will, while actually thus employed, be allowed the full pay and emoluments of a regimental surgeon's mate. They will be required to make quarterly reports of sick to the surgeon general, and morning reports to the commanding officer, in the form and manner directed for the surgeons of the army; and when they have charge of public property of any description, they will make returns of the same, at the times, and in the manner required by the regulations, or as often as the surgeon general may direct.

Their accounts must be accompanied with a certificate from the officer employing them, of the number of men under his command, and the length of time they were employed, and also with a report of the sick under their charge; or of the cases that may have occurred subsequent to their last quarterly reports.

Recruiting officers will, if necessary, employ citizens agreeably to these regulations; the rate of compensation to be determined by the average number present during the month. If engaged merely to inspect recruits, they will be allowed one dollar per man, for inspecting and signing the necessary certificates.

The accounts of citizen physicians for attendance upon officers of the army will state the charge for each visit, and be accompanied with a certificate from the physician, that they are the usual charges of the place, and by one from the officer that the attendance was given, that he was not on furlough during the time, and that no surgeon of the army could be obtained.

No citizen shall be employed to inspect or attend recruits at posts or places where there is a surgeon or mate belonging to the army. When there is more than one recruiting party in a place, the senior officer will engage a surgeon to attend the whole.

Surgeons shall be particularly attentive to the examination of recruits, and will suffer no man to pass, who has not, at his examination, been stripped of all his clothes, in order to ascertain, as far as possible, that he has the perfect use of all his limbs; that he has no tumors, ulcerated legs, rupture, nor chronic cutaneous affection, nor other infirmity, which may render him unfit for the active duties of the field; and it shall be their duty to ascertain, as far as practicable, whether he is an habitual drunkard, or subject to convulsions of any kind. With any of these defects the man is to be rejected as unfit for service; and any surgeon or mate, who shall suffer any one to pass, without a careful examination on all these points, shall be dismissed the service; and the accounts of no citizen shall be allowed who does not conform to this regulation in every particular.

Invalids having piles or other infirmity, not always to be discovered by the inspecting surgeon, who shall impose themselves upon recruiting officers as sound and able bodied men, shall previous to dismission be put into close confinement, or otherwise punished at the discretion of a court-martial as swindlers and impostors.

Whenever a recruit arrives at the post, garrison, station, or depot, to which a surgeon is attached, or joins the regiment or corps to which he belongs, it shall be his duty forthwith to ascertain whether he has had the variolous or vaccine infection, and if he has not, to see that he be vaccinated as soon as practicable; and for this purpose he shall constantly keep good matter on hand, making application to the surgeon general for a fresh supply as often as may be necessary.

Article 74.—*Recruiting regulations.*

Recruiting stations, or principal rendezvous of regiments and corps will be designated, and the recruiting carried on under the orders of the commandants of divisions and departments, conformably to arrangements of the War Department.

The colonel or commanding officer of each regiment and corps will, when required, select from his regiment or corps, a field officer, or captain, to superintend the recruiting thereof, and a competent number of platoon offi-

cers, non-commissioned officers, and musicians will be placed under his command for this service. A surgeon's mate will also be detailed with such party, subject to the orders of the superintending officer.

The officer charged with the superintendence of the recruiting service will distribute the parties within the district assigned for the recruiting of his regiment or corps, as he shall find most advantageous for this service. He will often visit the different parties, supply the officers with funds, and see that they attend to the duties assigned them; and whenever recruits are not obtained, from any cause, other than the fault of the officer, the station will be changed; but if it appear to arise from the fault of the officer, he will be reported to the commanding officer of the regiment, and recalled.

So soon as the recruiting station of a regiment or corps is fixed, the superintending officer will make his authorized requisitions, for clothing and camp equipage, to the commissary general of purchases, at Philadelphia, and his requisitions for arms and equipments to the ordnance department, Washington city; and at the same time will give notice to the contractor to supply rations. He will also transmit copies of those estimates and requisitions, with an estimate for recruiting funds, direct to the adjutant and inspector general's office.

In making enlistments, officers will be particularly careful to adhere strictly to the prescribed forms. They will see that the recruit has a perfect understanding of the period of time for which he engages to serve, and that such period of time be written at large in his enlistment.

All enlistments must be accompanied by the certificate of the examining surgeon, and the receipt of the recruit for the bounty he has received.

Enlistments will, in all cases, be taken in duplicate; one will be kept by the recruiting officer, as a voucher in the settlement of his accounts, the other he will forward to the officer superintending, who will, at the end of every month, forward direct to the adjutant and inspector general's office, such duplicate enlistments, accompanied with a roll containing the names of all recruits enlisted within the month, and by whom they were enlisted; also a return, in the prescribed form, of all recruiting parties under his superintendence, with the names, times, and places of all desertions and deaths within the month; and he will, at the same time, forward to the commanding officer of the regiment a duplicate of such return. And whenever recruits shall be enlisted at the station of any regiment, corps, company, or detachment, the commanding officer of the regiment or battalion, as superintendent, will require of the enlisting officer the like duplicate enlistments, and will himself forward direct to the adjutant and inspector general's office, such duplicate enlistments, roll of recruits, returns, &c., as are above required of the superintendent.

Superintendents of the recruiting service will transmit monthly accounts and vouchers for bounties and premiums, monthly accounts and vouchers for contingencies, and quarterly accounts and vouchers for clothing, arms, accoutrements, and camp equipage, to the Second Auditor of the Treasury Department.

As soon as practicable, every recruit will take and subscribe the necessary oath, agreeably to the tenth article of "the rules and articles for the government of the armies of the United States."

If any recruit, after having received the bounty, or part thereof, shall abscond, he is to be pursued and punished as a deserter.

Every officer superintending the recruiting service, where there shall be no quartermaster, will procure the necessary transportation, forage, fuel, straw, and stationary, taking the requisite vouchers.

No party shall be detailed on the recruiting service, unaccompanied by a commissioned officer, unless by a special permission of the superintending officer.

All recruiting officers are expressly forbidden to enlist any man having ulcerated legs, scalded head, rupture, or scurvy, or an habitual drunkard, or one known to have epileptic fits, or other infirmity, which unfits him for the active duties of the field; and any officer who shall enlist such man, and any surgeon or surgeon's mate who shall certify his fitness for service, shall, on proof thereof, be dismissed the service.

Surgeons are to be particularly attentive to the examination of recruits, and shall not suffer any man to pass who has not, at his examination, been stripped of his clothes, to the end that it be ascertained, as far as possible, that he is fit for active service in the field.

All free male persons, above eighteen, and under thirty-five years, who are able-bodied, active, and free from disease, may be enlisted, and whenever a recruit who is under age, shall have a parent, guardian, or master, his consent shall be obtained, in writing, and accompany the enlistment, which is sent to the adjutant and inspector general. Any loss accruing from non-observance of this rule will be borne by the recruiting officer.

The limitation of age does not apply to soldiers who may re-enlist.

Recruits shall not be mustered for payment until they join their regiments or corps.

The premium of two dollars to the recruiting officer is to be paid after the recruit has been mustered, and is in compensation for extra expense.

The bounty of twelve dollars to the recruit will be paid, the one-half when he shall have signed his enlistment, the other half when he shall have mustered and joined his regiment or corps.

Officers superintending the recruiting service may, whenever they think the good of the service will be promoted thereby, direct the recruits, or any part of them, to be sent to the principal rendezvous; and whenever a party of recruits shall be so sent, they will be accompanied by a perfect descriptive list and account of bounty, clothing, &c., agreeably to the prescribed form; and whenever the numbers at any principal rendezvous shall authorize the measure, a company shall be organized from the same, the proper descriptive roll and accounts be made out, and the company be put in march, with a competent number of officers, for the head-quarters of the regiment or corps.

Every superintending officer of recruiting service will be held strictly responsible for the order, discipline, and good conduct of the parties under his command. No recruiting officer shall be liable to orders, for other duties, until he shall be regularly relieved from the recruiting service.

Soldiers enlisted by the officers of any particular regiment shall be given over to that regiment, and no transfer of soldiers from one corps to another will be made, without the assent of the officers commanding both corps, or by the orders of the War Department. And whenever any transfer of soldiers shall be made, the commanding officer of the company or detachment to which they belong shall furnish a complete descriptive list, and account of pay, bounty, clothing, &c., of every soldier, so transferred.

[*January* 15, 1818. Recruits cannot be paid the retaining bounty until after they have joined the corps in which they are to serve, and have been mustered in the same.

Every soldier who may desert shall forfeit all the pay and bounty due to him at the time of his desertion.

Every recruit who has been mustered present, fit for duty, and who may be subsequently discharged as a minor, shall forfeit the pay and bounty due at the time of his discharge.

Every recruit who, at the first muster, is returned unsound, shall not be considered an effective, able-bodied citizen, and shall be discharged without pay or retained bounty.

Every recruit who has passed muster, and who shall within three months thereafter be discharged for inability, unless the inability be contracted by exposure in the performance of his duty, shall forfeit the retained bounty, and the pay due him at the time of his discharge.]

[*January* 29, 1819. The better to secure the accountability and preservation of the clothing, camp equipage, and arms, and equipments drawn by officers, on the recruiting service, and to prevent the accumulation of such supplies at recruiting depots, it is hereby ordered, that, except such clothing as may be left by deserters, which is to be reported to the commissary general, all surplus clothing, camp equipage, and arms and equipments, drawn by officers superintending the recruiting service, shall be transported to the head-quarters of the regiments and corps for which it was drawn, for the regular issue and use of such corps; and the recruiting officers who have had charge of such supplies, shall be accountable for all deficiencies in quantity and condition.]

Every departure from these rules, and every neglect in making the prescribed returns, will be considered a positive disobedience of orders, and punished accordingly.

All communications for the War Department, relating to the recruiting service, will be addressed to the adjutant and inspector general.

Article 75.—*Transfers.*

1. The transfer of officers will only be made by the War Department, in orders, on the mutual application of officers; and in no case will an officer of any regiment or corps be put into another, where the transfer would prejudice the rank of any officer in such regiment or corps; and, whenever officers are so transferred, the order for their change of stations shall specify the fact, and shall not entitle them to transportation of baggage.

2. Soldiers enlisted by the officers of any particular regiment, shall be given over to that regiment, and no transfer of soldiers from one corps to another will be made, without the assent of the officers commanding both corps, or by the orders of the War Department. And whenever any transfer of soldiers shall be made, the commanding officer of the company, or detachment, to which they belong, shall furnish a complete descriptive list, and account of pay, bounty, clothing, &c. of every soldier so transferred.

Article 76.—*Miscellaneous Rules.*

Generals will appoint their own aids-de-camp, who must, in all cases, be taken from the subalterns of the line. Major generals are allowed two aids-de-camp, and brigadier generals one aid-de-camp, each. No more than three aids-de camp will be taken from the corps of artillery stationed in either division, and not more than one aid-de-camp from a regiment.

No officer shall be permitted to hold two staff appointments at the same time.

The appointment of all aids-de-camp, and adjutants and quartermasters of regiments and battalions, will be forthwith reported to the adjutant and inspector general.

Whenever a storekeeper is required by the commissary general of purchases, or the ordnance department, the circumstances rendering such appointment necessary will be reported to the War Department, by whom the appointment will be made, if deemed necessary.

All officers, whatever may be their rank, passing through a garrison town, or established military post, shall report their arrival at such town or post, to the commanding officer, by written notice, if the officer arriving be elder in rank, and personally, if he be younger in rank than the officer commanding.

All officers arriving at the seat of Government will, in like manner, report to the adjutant and inspector general.

No furlough shall be given during a campaign, but by the general commanding the district or army, and for the cause of disability, which disability shall be certified by a regimental or hospital surgeon.

Furloughs shall, beside expressing the term of time granted to absentees, express also an order to join the regiment, post, or garrison to which they may belong.

No order shall be given to officers seeking a furlough for their own convenience, which shall have the effect of entitling them to an allowance for transportation of baggage.

Any commissioned officer of the army of the United States who shall send or accept a challenge to fight a duel, or who, knowing that any other officer has sent or accepted, or is about to send or accept a challenge to fight a duel, and who does not immediately arrest and bring to trial the offenders in this case, shall be dismissed the service of the United States.

No claims for extra services will be allowed on account of attendance on courts-martial, whether as members or as witnesses, if performed by officers on furlough, or on duty, at the post or place where such court is held.

All claims of allowance for extra services, and contingent accounts requiring the special sanction of the Secretary of War to the accounting officers, must be rendered within six months after the services, or expenditures, where it may have been within the power of the officers to comply with the regulations.

Medical and hospital supplies are not to be detained or diverted from their destination, except by generals of division, and commanding officers of departments, in cases of absolute necessity, when a report must be promptly made to the adjutant and inspector general, that further orders for deficiency may be given.

Surgeons of regiments will have precedence over post surgeons, and post surgeons will have precedence of regimental mates; in their several grades, further reference will be had to date of commissions. In the choice of quarters, the medical staff will have precedence of subalterns, under the direction of the commanding officer, who may always claim precedence of those under his command.

Patients will not be removed from a hospital, until reported by the surgeon for duty, except in cases of emergency, and then only by the order of the officer commanding the department, post, or army.

Whenever a soldier is sent to a general hospital, or left in the hospital or infirmary of a regiment, it shall be the duty of the officer or surgeon sending or leaving him, to furnish a certified copy of his descriptive list.

Whenever an officer employs a citizen surgeon, he shall immediately inform the surgeon general of his name, place of residence, and also cause him to be furnished with a copy of the regulations of the medical department.

When medical or surgical aid is required, if no surgeon or mate of the army be at or near the post or place, the senior officer shall have authority to obtain such, by special agreement in writing, agreeably to the regulations for the medical department.

Whenever it becomes necessary to employ a citizen surgeon, the circumstances of the case will be immediately reported to the commanding officer of the department, and to the adjutant and inspector general.

Whenever a body of troops shall arrive at any military station, accommodations for the *sick* will be first provided, and subsequently those for officers and privates who are well; and to accomplish this, all artificers and mechanics shall be instantaneously put in requisition.

Women infected by the venereal disease shall, in no case, nor on any pretence, be allowed to remain with the army, nor to draw rations.

More than four women shall not be allowed to a company when organized and completed agreeably to the establishment. Nor shall any be allowed to accompany recruiting parties, which shall be fewer than seventeen men, nor shall more than one accompany parties of that number.

No contractor or commissary shall be justified in issuing rations to women, who are followers of the army, beyond the number allowed.

Quartermasters of regiments, or of corps, will cause the company provision returns to be consolidated and carried to the commanding officers of regiments and of detachments or brigades, for their signatures. Abstracts of these, furnished and presented by the contractors, will be signed by officers commanding brigades, (or separate posts,) and will thus become vouchers for the contractors.

No officer, commissioned or non-commissioned, shall be the agent of a contractor.

Whenever a requisition is made at any cantonment, garrison, or post, for rations to troops on a march, or other than the regular command of the officer who signs the abstracts, the original general requisition shall be annexed to the abstract, and make part of the voucher in the settlement of the contractor's account.

No charge for extra issues of whiskey will be allowed to contractors or commissaries, unless made upon the written order of the commanding officer of the post or detachment, specifying the cause and daily amount of such issues, and the time that they shall be continued. A copy of such order will be transmitted without delay to the Third Auditor of the Treasury Department, by the contractor or commissary; in default of which, the charge will be disallowed. No order issued subsequent to the expenditure will be received as a voucher.

When it becomes necessary to purchase provisions, in consequence of the failure of contractors to supply, according to contract, the officer executing this duty shall immediately transmit to the Third Auditor of the Treasury Department the evidences of the failure on the part of the contractor to supply, according to contract; a duplicate copy of the bills of purchase, accompanied with his deposition, that the articles have been procured at the lowest price that the state of the market would permit, and no bill of exchange, or draught upon the War Department, on account of such purchase, will be accepted until this regulation is complied with.

It is made the duty of all officers, agents, or persons, who shall have received, or may be entrusted with, supplies, either in money or in kind, appertaining to the pay and clothing of the army, the subsistence of officers, bounties, and premiums, military and hospital stores, and contingencies, to render quarterly accounts of the disposition and state of such stores and supplies, to the Second Auditor of the Treasury Department; and in like manner it is made the duty of all officers, agents, or persons, who shall have received, or may be entrusted with supplies, appertaining to the subsistence of the army, the quartermaster's department, and generally all accounts of the War Department, other than those above mentioned, to the Third Auditor of the Treasury Department.

Whenever a commanding or other officer, charged with the safe keeping of public property, is removed from a garrison, post, or army, he shall deliver over to the officer who succeeds him in the duties of his department all such public property as may be in his possession or custody, and the duplicate receipts for the same, one of which he shall, forthwith, transmit to the Second or Third Auditor of the Treasury Department, as the case may be, and one of all ordnance, ordnance stores, arms, and equipments, to the ordnance office, Washington city.

Whenever public property is delivered over to any officer or agent, duplicate receipts will be taken for the same, one of which will be transmitted to the office of the Second or Third Auditor.

Whenever soldiers are transferred from one corps to another, (which can only be done by the consent of the commanding officers, or by the War Department, or ordered on distant command, or furloughed, or sent to the general hospital, or left sick, distant from the regiment or detachment, the officer commanding the company or detachment to which such men belong, will furnish a complete descriptive list, and account of bounty, pay, &c. agreeably to the prescribed forms.

Whenever a soldier, sick in hospital, or absent from his company from any other cause, shall die, the senior surgeon of such hospital, or the officer under whose immediate charge or command he may then be, shall immediately report the fact, in writing, to the commanding officer of his company, stating the time, place, and cause, of his death; to what time he was last paid, and the money or other effects in his possession at the time of his decease; and such report will be noted on the next inspection return of the company.

Whenever a soldier is rendered incapable of performing military duty, by reason of wounds or injuries received in the service, while in the line of his duty, his commanding officer shall certify the time and manner of receiving such wound or disability; and the senior surgeon of the hospital, regiment, or corps, shall furnish such disabled soldier with a certificate, on which the proper discharge shall be made by the inspector general, or officer doing that duty, or commanding officer of the post.

All discharges which shall be given to non-commissioned officers, musicians, or privates, shall specify the date and term of enlistment, the cause of discharge, and when injured in service, the time and place; the personal description; place of birth; trade or occupation; and place of discharge.

Whenever the proper authority shall direct that any non-commissioned officer, musician, or private shall be discharged, on account of the expiration of enlistment, surgeon's certificate of wounds or disability, or other cause, the commanding officer of the company to which he belongs shall make and furnish him with duplicate certificates, setting forth the date and term of his enlistment; where and by whom enlisted; his personal description; occupation; and place of birth; the bounty paid, and the bounty which is due him; to what time, and by whom, he was last paid; and also, whether he has, or has not, drawn the pay and subsistence allowed him to the place of his enlistment. These certificates will be given to the paymaster, who shall settle with him as vouchers; but no paymaster will take from the soldier his original discharge.

To prevent embarrassment and delay in settling the clothing accounts of paymasters, the commanding officer of every company will be constantly in possession of a company receipt book, in which shall be entered all requisitions of paymasters for clothing, and a copy of all receipts given to commissaries and storekeepers, in consequence thereof, in which shall also be taken the individual receipts of the men for articles delivered. When a captain leaves the company, this book will of course come to the custody of the officer succeeding him in the command, who will give a receipt for all articles on hand, to be entered in like manner in the company book, and duplicates delivered to the officer from whom the book and clothing is received; one of which shall forthwith be transmitted to the regimental or battalion paymaster. The company receipt book shall always be open to the examination of paymasters and inspectors, as well as the commanding officers of regiments, corps, and battalions, whose duty it is at all times to report any deficiency in the clothing and the disposition of the same.

[*May* 22, 1817.—The senior officer of a regiment, corps, battalion, and company, stationed with the troops, shall be considered the commander of the same, and reported as such. In all returns, the incidental or casual duties of such officers, as commanders of departments, posts, &c. will be added in the column of remarks.

Whenever a captain is attached to a company he is to be considered the commanding officer thereof, for all purposes relating to pay and clothing, accounts, and company returns. When relieved from such command, a regi-

mental or battalion order to that effect will be issued, assigning the company duties to the proper officer, who will be accountable accordingly.]

All military communications intended for the War Department, and not of a confidential nature, except from commanding generals, and where the delay would defeat the object, will be made through the office of the adjutant general of division, or the commanding officer of the department, and transmitted to the adjutant and inspector general's office, except in cases where a different mode is pointed out by regulation or special instruction.

[*Sept.* 1817. In addition to the returns which are to be made to the adjutant general of division, the commanding officer of every regiment or battalion will forward, direct to the adjutant and inspector general, monthly returns of the regiment or battalion, agreeably to the forms furnished by him.]

[*Jan.* 29, 1818. Double rations will be allowed to commandants of divisions, departments, and the posts, and arsenals, enumerated in the list annexed to these regulations.]

[*Feb.* 18, 1818. All officers, previous to their leaving the service, will settle their public accounts, and accompany their letters of resignation with a report of the proper auditor of the Treasury, to that effect, or a certificate on honor, that they have no unsettled accounts with the United States. Like reports or certificates will be required by paymasters and quartermasters, previous to the settlement of pay and transportation of officers who have resigned.]

[*Feb.* 21, 1818. All publications relative to transactions between officers of a private and personal nature, are prohibited. Any newspaper publication, or hand-bill of such character, will be cause for the arrest of an officer, and the foundation of charge against him. It is made the duty of all officers, having the power, to arrest and prefer evidence for charge on such publication; and whenever such charge is preferred, one specification of which will be the violation of this regulation, the proper authority will bring the officer to trial before a general court-martial.]

March 18. All officers furloughed for more than one month will be directed in the order granting the furlough, to report by letter with their address, monthly, to the adjutant and inspector general.

The receipt of all general orders, and all blank forms, will be promptly acknowledged by the officer to whom they are directed.

Duplicate discharges are prohibited, and no certificate will be given as a substitute for the original discharge, which will always be in the form prescribed.

[*May* 8, 1818. Brevet officers shall receive the pay and emoluments of their brevet commissions, when they exercise command equal to their brevet rank; for example, a brevet captain must command a company; a brevet major, and a brevet lieutenant colonel, a battalion; a brevet colonel, a regiment; a brevet brigadier general, a brigade; a brevet major general, a division.]

[*May* 19, 1818. When a recruit joins his regiment or corps, and is first mustered for payment, and when his retained bounty becomes due, the muster-roll shall contain in the column of remarks, opposite to the name of the recruit, who is entitled to retain bounty, the name of the officer by whom the man was enlisted; this will enable the accounting officer to compare it with, and check it by the account of the recruiting officer.]

Sept. 11, 1818. The commanding officer of every permanent post and garrison where the public lands will justify such measure, will annually cultivate a garden, by the troops under his command, equal to supplying the hospital and garrison with the necessary kitchen vegetables throughout the year; and he will be held accountable for any deficiency in the cultivation, preservation, and proper distribution of the same, on the report of the inspector, or any other commissioned officer.

Whenever an officer is removed or relieved from the command of such post, the general, or officer giving the order, will cause him to be furnished with duplicate certificates of the state of his garden, and the amount and condition of vegetables on hand, one of which he will immediately transmit to the commissary general of subsistence, and a copy will be entered in the orderly book of the garrison, for the inspection of the proper authority.

In addition to this arrangement, a more extensive cultivation will be commenced, as soon as practicable, at the following posts, viz: On Red river, near Natchitoches, at Belle Point, on the Arkansas, and the posts on the Missouri, above Belle Fontaine, and on the Mississippi, above Fort Armstrong, including that post, Green Bay and Chicago, and any posts that may be established in the vicinity of the upper lakes.

This cultivation of any public lands not otherwise appropriated, in the vicinity of the garrisons and posts, shall be carried on by the troops, under the direction of the several commanding officers of the posts, and will embrace the bread and other substantial vegetable parts of the ration.

The several commanding officers will report the measures which have been adopted under this order, by the 1st of July, and the prospect of the crops, on the 1st of October, in each year, to the commissary general of subsistence, that he may regulate his measures accordingly; and for any improper management or losses sustained within the control of the commanding officers they will be held responsible.

[*Nov.* 12, 1818. A report of all men under sentence to hard labor, will be regularly made to the adjutant and inspector general, with the quarterly reports of divisions, that a proper disposition may be made of the convicts, as well with a view to the good of the service as the punishment of the individuals. No sentence to hard labor, or confinement, will be carried into effect beyond the expiration of the term of enlistment, and making up the time lost by desertion.].

[*Feb.* 23, 1819. Regimental and battalion quartermasters, while performing the duties of assistant deputy quartermaster general, and regimental and battalion paymasters, belonging to the line, will, for the time being, except in cases of emergency, to be designated by commanding generals, be excused from all details in the line of the army.

Regimental and battalion paymasters, not of the line, are not subject to detail, or orders for any service out of their department.]

[*March* 22, 1819. The commanding officer of each garrison and post, where an assistant commissary of subsistence is stationed, will detail a suitable non-commissioned officer, or soldier, to be subject to such duties only, as the assistant commissary may require for the time being.]

[*Aug.* 10, 1819. The reward of thirty dollars will include all expenses of apprehending, securing, and delivering a deserter to an officer of the army, at the nearest or most convenient garrisons, post, or recruiting station. Evidence of desertion, and the receipt of the officer to whom a deserter may be delivered, will constitute the vouchers on which the reward will be paid.]

[*Sept.* 15, 1819. Seniority shall give precedence in the choice of quarters, other things being equal, but in regular cantonments, and where the barracks are constructed with that view, regard will be had to the location of companies, in determining the quarters of platoon officers, in which the discretion of the commanding officer will be exercised.]

The proceedings of all general courts-martial will be made on *letter paper*, to preserve a uniformity in the records, which will, in all cases, be transmitted to the adjutant and inspector general, according to regulation.

Whenever a soldier is sentenced capitally, the record will be reported separately, and the record of the trial of an officer will not include the record, in the case of a non-commissioned officer, musician, or private.

Officers and agents who receive and disburse public money shall keep their money in the bank on which the draught is given, unless otherwise permitted by the department, to which such officer or agent belongs.

All orders appointing general courts-martial, when a less number than thirteen are to be detailed, and when such court cannot be constituted without inferior rank to the officer to be tried, will state that more officers cannot be detailed, or that more rank cannot be designated for such duty, without manifest injury to the service, of which the officer ordering the court is always the proper judge.

Dec. 1819. Officers, when ordered to the seat of Government, in consequence of their own neglect in receiving or settling their own accounts, are not to receive the allowance for transportation of baggage.

No surgeon or mate will be allowed to leave his post, on furlough, unless he be relieved by an army surgeon, or procure a citizen to attend the sick during his absence.

No surgeon, or mate, shall apply for, or receive, a furlough for a period exceeding one month, without permission from the Secretary of War, to be obtained by the applicant through the surgeon general, to whom the reasons for such application will be reported.

Whenever an officer is relieved or is removed from a command in which he has been entrusted with public property, he will be furnished with duplicate receipts for the same by the officer who relieves or succeeds him in command; one of which he will forthwith transmit to the Second Auditor of the treasury; and before an officer's accounts are closed in the office of the Third Auditor, he will be required to produce a certificate from the Second Auditor, that all his accounts, *in kind*, are settled.

The date of the appointment and the date of removal from the office of aid-de-camp will be promptly reported to the adjutant and inspector general.

Colonels of regiments and commandants of battalions of artillery will promptly report the name, date of appointment, and the date of removal of an officer from any situation in the staff, not only to the adjutant and inspector general, but to the paymaster of the regiment or battalion. Quartermasters of regiments and battalions will also be reported to the quartermaster general, and the date of appointment and removal of conductors of artillery will be promptly reported to the ordnance department, by the commanding officers of the regiment of light artillery, and the several battalions of artillery, who are required to make the appointments.

The colonel or commanding officer of each regiment and corps shall, annually, on the 30th of September, make, in duplicate, a detailed report of the number and condition of the arms on hand belonging to his regiment or corps, and an estimate of the quantity required for the next year's issue; one copy of which will be promptly transmitted to the adjutant and inspector general, and the other to the ordnance department.

No division or department orders will supersede the returns and reports required to be made from regiments, corps, and individuals direct to the adjutant and inspector general.

Articles of clothing allowed to each non-commissioned officer, musician, and private soldier, for and during the period stated, viz:

One leather cap with plate, to last two years and a half, or two, during the period of enlistment.
One leather stock, to last two years and a half, or two, during the period of enlistment.
Two great coats, and three blankets, to each soldier, during the usual period of enlistment, (five years.)
One pompoon, one cap band, and tassel, annually.
One coat, annually.
One roundabout gray jacket, with sleeves, in lieu of a vest, annually.
Two pair of linen overalls, annually.
Two pair woollen ditto, annually.
One fatigue frock, annually.
One pair fatigue trowsers, annually.
Three pair of shoes, (best kind,) annually.
Two flannel shirts, annually.
Two cotton shirts, annually.
Two pair of socks, annually.
Two pair of half stockings, annually.
One pair of half gaiters, (black cloth,) annually.

Mittens to be furnished, and woollen or list mockasins, at the rate of eight pair for every company, annually; and two knapsacks, and two haversacks to each soldier, during the period of his enlistment, (five years.)

Cost of clothing for the army of the United States for the year 1820.

Leather cap	1 50	Epaulets, worsted	0 40
Cap plates	0 20	Pairs of cloth gaiters	1 20
Band and tassel for infantry	0 07½	Great coats	8 72
Ditto for artillery	0 12½	Light artillery sergeant's coats	7 48
Ditto for light artillery and riflemen	0 25	music ditto	7 97
Pompons	0 20	private's ditto	6 80
Cockades and eagles	0 07½	Artillery sergeant's coats	5 85
Worsted wings	0 30	music ditto	6 49
Jackets with sleeves	2 92	private's ditto	5 32
White woollen overalls	2 27	Infantry sergeant's coats	5 85
Gray do. do.	2 34	music ditto	6 49
Drilling overalls for sergeants and privates	1 08	private's ditto	5 32
Cotton shirts, privates	0 96	Rifle sergeant's coats	6 58
Ditto sergeants	1 08	music ditto	6 58
Flannel shirts	1 47	private's ditto	5 83
Fatigue frocks	1 17	Infantry sergeant's coats for light companies*	5 99
Fatigue trowsers	1 03	music ditto ditto*	6 63

Pairs of shoes - - -	1 35	Infantry private's coats for light companies*	5 46
Pairs of stockings - -	0 50	Engineer sergeant's coats - - -	7 15
Pairs of socks (knit) - -	0 25	music ditto - -	7 67
Blankets - - - -	2 90	private's ditto - -	6 30
Leather stocks - - -	0 15		

CALLENDER IRVINE,
Commissary General of Purchases.

COMMISSARY GENERAL'S OFFICE, PHILADELPHIA, *September*, 1819.

Commands entitled to double rations.

DIVISION OF THE NORTH.

Fortification, Cantonment, or Post.

DEPARTMENT No. 1.

Cantonment near Plattsburg, New York
Fort Pike, Sackett's Harbor, do.
Cantonment, do. do.
Cantonment, Greenbush, do.
Fort Niagara, do.
Arsenal, near Troy, do.
Arsenal, Rome, do.

DEPARTMENT No. 2.

Fort George, Castine, Maine
Fort Preble, Portland, do.
Fort Constitution, Portsmouth, N. H.
Fort McClary, Portsmouth harbor, N. H.
Fort Sewall, Marblehead, Massachusetts
Fort Independence, Boston, do.
Fort Warren, Boston, do.
Fort Wollcot, Newport, Rhode Island
Fort Adams, Newport, do.
Fort Trumbull, New London, Connecticut
Arsenal Charlestown, Massachusetts

DEPARTMENT No. 3.

Fort Columbus, New York
Fort Lewis, New York
Fort Wood, do.
Arsenal, do.
Commandant West Point and the officer detailed to train cadets

DEPARTMENT No 4.

Fort Mifflin, near Philadelphia
Fort McHehry, Baltimore
Fort Severn, Annapolis
Fort Washington, on the Potomac
Arsenal, Frankfort, Pennsylvania
Arsenal, Pittsburg, do.
Arsenal, near Baltimore

DEPARTMENT No. 5.

Fort Shelby, Detroit, Michigan
Cantonment, do. do.
Grosse Isle, Detroit river, opposite Malden
Fort Wayne, head of the river Miami of the lake
Fort Gratiot, outlet of Lake Huron
Michilimackinac
Fort Howard, Green bay
Fort Dearborn, Chicago
Arsenal, Detroit
Fort Harrison, Indiana

DIVISION OF THE SOUTH.

DEPARTMENT No. 6.

Fort Nelson, Norfolk, Virginia
Fort Norfolk, do. do.
Craney Island, do. do.
Fort Johnson, Smithville, N. Carolina
Arsenal, Richmond, Virginia
Arsenal, Washington city

DEPARTMENT No. 7.

Fort Moultrie, Charleston, S. Carolina
Fort Johnson, do. do.
Tybee barracks, Savannah, Georgia
Encampment, Point Petre, do.
Fort Scott, do. do.
Arsenal, Charleston, South Carolina

DEPARTMENT No. 8.

Cantonment, Montpelier, nine miles from Fort Montgomery
Fort Montgomery on the Alabama river
Fort Crawford, forty-five miles from Fort Montgomery
Fort Charlotte, Mobile
Fort Boyer, Mobile Point
Fort St. Philip, Placquemine
Petit Coquille, outlet of Lake Ponchartrain
New Orleans, Louisiana
Natchitoches, do.
Fort Covington, do.
Passa Christiana
Baton Rouge
Fort Hampton, Mississippi
Arsenal, New Orleans
Arsenal, Baton Rouge

DEPARTMENT No. 9.

Fort Osage, Missouri river
Fort Clark, Illinois river
Belle Fontaine, Missouri Territory
Fort Edwards, Illinois Territory
Fort Armstrong, Rock Island
Fort Crawford, Prairie du Chien
Arsenal, Newport, Kentucky
Arsenal, Belle Fontaine.

* These articles are exclusive of the charge for wings.

A SYSTEM OF MARTIAL LAW,

Contained in a series of rules and articles; in conformity to a resolve of Congress of December 22, 1819.

AN ACT for the establishment of a system of martial law for the government of the armies of the United States.

SECTION 1. *Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled*, That, from and after the passage of this act, the following be the rules and articles by which the armies of the United States shall be governed.

ART. 1. It shall be the duty of all officers and soldiers of the armies of the United States to pay a decent respect to the rules and established usages of society, wherever they may be stationed, particularly such as are enjoined by morality and religion. It is earnestly recommended that they diligently attend divine service, and any officer or soldier who shall be convicted of indecent or irreverent behavior at any place of religious meeting shall be punished at the discretion of a court-martial.

ART. 2. It shall be the duty of all officers of the armies of the United States to manifest a good example of honor, patriotism, and subordination; to guard against and suppress dissolute and immoral practices among those under their command, and to punish all such as are guilty of them according to the rules and usages of military service. Any officer who shall be convicted of oppression, fraud, cruelty, falsehood, violence on the person of a brother officer, provoking speeches, or gestures to the same, profane swearing, drunkenness, or any other scandalous conduct, subversive of discipline and good morals, shall be cashiered or otherwise punished at the discretion of a court-martial. Should the like offences be committed by a soldier, he shall be punished, on conviction, at the discretion of a garrison, detachment, regimental, or general court-martial.

ART. 3. Every soldier who shall enlist himself into the service of the United States shall, at the time of his so enlisting, or within six days from it, have the articles for the government of the armies of the United States read to him, and shall, by some officer duly authorized, be taken before a civil magistrate, legally empowered to administer oaths, or where recourse cannot be had to a civil magistrate to the judge advocate, and in his presence shall take the following oath, viz: "I, ———, do solemnly swear, that I will bear true allegiance to the United States of America, and that I will serve them honestly and faithfully against all their enemies and opposers whatsoever, and observe and obey the orders of the President of the United States, and the orders of the officers appointed over me, according to the rules and articles for the government of the armies of the United States." Which magistrate or judge advocate is to give the officer a certificate, signifying that the man enlisted did take the said oath.

ART. 4. Any officer or soldier convicted before a court-martial of having deserted the service of the United States, or of having enticed another to desert shall suffer death, or such other punishment as a court-martial shall order to be inflicted. Any officer or soldier convicted of having deserted the service of the United States, from post or guard, or carrying with him in his desertion his own arms, or those of a comrade, or any other public effects, or convicted of having enticed another to do the same, shall suffer death, or other punishment at the discretion of a court-martial, not less, if the delinquent be an officer, than that of being cashiered; or if a soldier, than hard labor on the fortifications or other public works of the United States for the space of five years. Any officer or soldier who shall be convicted of having deserted to an enemy, or from a post or guard during a time of war, or of having enticed another to do the same, shall suffer death.

ART. 5. Any person not serving in the armies of the United States, who shall entice or assist any officer or soldier serving in the same to desert, or who shall harbor a deserter, knowing him to be such, shall, upon conviction of the same before a district court of the United States, for the district in which the offence was committed, be fined at the discretion of said court in any sum not exceeding one hundred dollars.

ART. 6. Any soldier who shall enlist himself in any corps without having been regularly discharged from that in which he last served, shall be considered as a deserter and suffer as such. Any officer who shall harbor or entertain a deserter, knowing him to be such, or who shall not, on ascertaining him to be such, immediately confine him and give notice thereof to the corps to which said deserter belongs, shall, upon conviction thereof before a court-martial, be cashiered.

ART. 7. All expenses incurred by the United States in the apprehension of deserters shall, on conviction of the offence, be defrayed by the individual so offending; if an officer, the amount shall be sued for and recovered in the name of the United States, in any court of competent jurisdiction; if a soldier, by suitable stoppages from his pay for the residue of his term of service. But all pay that may be due to any deserter shall, by the act of desertion, be forfeited to the United States.

ART. 8. Any officer who shall, without leave from his commanding officer, absent himself from his regiment, post, or command, shall, upon conviction, be punished at the discretion of a court-martial. Any soldier who shall, without leave of his commanding officer, absent himself from his troop, company, or detachment, shall be punished at the discretion of a court-martial.

ART. 9. No soldier enlisted in the army of the United States shall be arrested or subject to arrest for any sum under that of twenty dollars contracted before enlistment, nor for any debt contracted after enlistment.

ART. 10. After a soldier shall have been duly enlisted and sworn he shall not be dismissed the service without a discharge in writing, and no discharge granted to him shall be sufficient which is not signed by the commanding officer of the regiment or post to which he belongs. No discharge shall be given to a soldier before his term of service has expired but by order of the President of the United States; nor shall any officer be discharged the service but by order of the President of the United States, or in consequence of the sentence of a general court-martial.

ART. 11. Any officer or soldier who shall use contemptuous or disrespectful words against the President of the United States, against the Vice President thereof, against the Congress of the United States, or against the chief

Art. 1.—Altered from article 2 of the former rules.
Art. 2.—Includes the 3d, and renders more specific the 99th of the former articles. The preamble taken from a similar article in the rules for the navy, which was borrowed from the British articles.
Art. 3.—The 10th of the former verbatim, with one trifling exception.
Art. 4.—Enlarged from article 20 of the former, so as to define degrees of offence; 23d of the former included
Art. 5.—Not in the former articles, but revived from the act of May 30, 1796.
Art. 6.—22d of the former; principle the same, a slight change in language.
Art. 8.—21st of the former enlarged so as to include officers.
Art. 9.—Revived from the acts of March 3d, 1799, and March 16, 1802.
Art. 10.—11th of the former slightly altered.
Art. 11.—5th of the former verbatim.

magistrate or legislature of any of the United States in which he may be quartered, if an officer, shall be cashiered, or otherwise punished as a court-martial shall direct; if a soldier, he shall suffer such punishment as a court-martial may order to be inflicted on him.

ART. 12. Any officer or soldier who shall behave with contempt or disrespect towards his commanding officer shall be punished according to the nature of his offence by the judgment of a court-martial.

ART. 13. Any officer or soldier who shall strike his superior officer, or draw, or lift up any weapon, or offer any violence against him, being in the execution of his office, on any pretence whatever, or shall disobey any lawful command of his superior officer, shall suffer death or such other punishment as shall, according to the nature of his offence, be inflicted upon him by the sentence of a court-martial.

ART. 14. Any officer or soldier who shall excite, connive at, cause, or join in any mutiny or sedition in or among any of the troops of the United States, or cause mutinous letters to be circulated among the same, shall suffer death or such other punishment as by a court-martial shall be inflicted. Any officer or soldier who, being present at any mutiny, or sedition, does not use his utmost endeavors to suppress the same, or coming to the knowledge of any intended mutiny does not without delay give information thereof to his commanding officer, shall be punished by the sentence of a court-martial with death, or otherwise, according to the nature of the offence.

ART. 15. All officers of what condition soever have power to part and quell all quarrels, frays, and disorders, though the persons concerned should belong to another regiment or department of military service, and either to order officers into arrest or soldiers into confinement until their proper superior officer shall be acquainted therewith, and whosoever shall refuse to obey such officer, though of inferior rank, or shall offer violence to him, shall be punished at the discretion of a court-martial.

ART. 16. Instructions shall be issued under the sanction of the Department of War respecting the time and manner in which musters are to be made and muster-rolls signed; the time and manner in which returns are to be made, and the different authorities to which they are to be conveyed; the time and manner in which reports, estimates, requisitions, and other similar duties of military service are to be made, and the authorities to which transmitted; and whosoever shall be directed under such instructions to perform these duties or any thing in relation to them, and shall not perform the same, shall, on conviction, be cashiered or otherwise punished at the discretion of a court-martial. But where an officer shall, without satisfactory explanation, fail to convey to any of the different offices forming the Department of War any returns, reports, estimates, requisitions, or vouchers of any sort called for by the said Department, it shall be the duty of the President of the United States to dismiss him from the service.

ART. 17. Any officer who shall be convicted before a court-martial of having signed a false certificate relating to the absence of either officer or soldier, or relative to his or their pay, shall be cashiered.

ART. 18. Any officer who shall knowingly make a false return to the Department of War, or to any of his superior officers authorized to call for such returns of the state of the troops under his command, or of the arms, ammunition, clothing, or other stores thereunto belonging, or of the fortress or garrison wherein they may be stationed, shall, on conviction thereof before a court-martial, be cashiered.

ART. 19. Any officer who shall knowingly make a false muster of man or horse, and any officer who shall willingly sign, direct, or allow the signing of muster-rolls wherein such false muster is contained, knowing it to be such, shall, upon conviction before a court-martial, be cashiered, and shall be thereby disabled to have or hold any office or employment in the service of the United States.

ART. 20. Any officer who shall be convicted of having taken money or any other thing by way of gratification on mustering any troops, shall be dismissed the service, and shall be thereby disabled to have or hold any office or employment in the service of the United States.

ART. 21. Any officer charged with the inspection of the army of the United States, or any portion thereof, who shall wantonly misinform his superior respecting the state of the same, shall be cashiered.

ART. 22. Any soldier who shall be convicted before a court-martial of having sold, lost, or spoiled his horse, arms, clothes, accoutrements, or ammunition, or of having wasted the latter, shall be mulcted in a sufficient amount of his pay to make good the loss or damage to the United States, and be otherwise punished according to the nature of the offence; and any person not belonging to the armies of the United States who shall purchase of any soldier serving in the same any of the articles above mentioned, shall, upon legal conviction before any court having cognizance thereof, be fined in any sum, at the discretion of said court, not exceeding one hundred dollars for each offence.

ART. 23. Any officer of any rank or class whatsoever who shall be convicted before a court-martial of having sold, without a proper order for that purpose, embezzled, or misapplied the provisions, medicines, forage, clothing, ammunition, or other property of the United States, or of having wilfully or through neglect suffered the same to be spoiled or damaged, shall be cashiered; and nothing in this article shall be construed to interfere with any suit that may be commenced for recovery in behalf of the United States.

ART. 24. Any officer convicted before a court-martial of having embezzled, misapplied, or used in any way for his own benefit any money with which he may have been entrusted on behalf of the United States, for the payment of the forces of the same, or for enlisting men into the service, or for transmission from one place to another, or for any other public purpose, shall be cashiered; and nothing in this article shall be construed to interfere with any suit that may be commenced for recovery in behalf of the United States.

ART. 25. Any commanding officer who shall be convicted of abuse or exaction on the property of a sutler, shall be cashiered, or otherwise punished, at the discretion of a court-martial. On any march, or on any emergency whatsoever, it shall be the duty of the commanding officer to extend to the property of sutlers such means of protection and transportation as may not be inconsistent with the good of the service.

ART. 26. No officer shall, by his own authority, or for his private advantage, lay any duty or imposition upon, or be interested in, the sale of any victuals, liquors, or other necessaries of life, brought into any military post for the use of the soldiers, on penalty of being discharged from the service.

ART. 27. Any officer who shall borrow money from any soldier or recruit, or traffic with him, or extort money from him, shall be cashiered. In case any soldier should make his captain or commanding officer the depositary of his pay or other money, the said officer shall exactly return the same on application, under penalty of being punished at the discretion of a court-martial.

Art. 12.—6th of the former verbatim. Art. 13.—9th of the former verbatim.
Art. 14.—7th and 8th of the former with a slight alteration. Art. 15.—27th of the former with a slight alteration.
Art. 16.—Not in the former. Art. 17.—14th of the former verbatim. Art. 18.—18th of the former slightly altered.
Art. 19.—15th of the former, verbatim. Art. 20.—16th of the former, verbatim.
Art. 22.—38th of the former; the latter clause revived from the acts of May 30th, 1796, and March 2, 1799; penalty less severe.
Art. 23.—36th of the former, not exactly verbatim. Art. 24.—39th of the former, with a slight alteration.
Arts. 25 and 26, altered from 29, 30, and 31 of the former. The details are left to the valuable regulations found in General Scott's work.

ART. 28. During a time of war, should any officer fail to repair, according to order, to his post, or assign obviously false, or frivolous, or insufficient excuses for not doing so, it shall be the duty of the President of the United States to dismiss him from the service.

ART. 29. Any officer or soldier who shall misbehave himself before the enemy, run away, or shamefully abandon any fort, post, or guard which he may be commanded to defend, or by speech or other efforts induce others to do the like, or who shall cast away his arms or ammunition, or who shall quit his post or colors to plunder and pillage, shall suffer death, or other punishment, at the discretion of a court-martial.

ART. 30. If any commander of any garrison, fortress, or post shall be compelled by the officers and soldiers under his command to give up to the enemy, or abandon it, the officers or soldiers who shall be convicted of having so offended shall suffer death, or such other punishment as shall be inflicted upon them by the sentence of a court-martial.

ART. 31. When any officer shall be tried before a court-martial for the defeat, surrender, or rout of an army with the command of which he may have been entrusted, or for the abandonment or loss of any fortress, post, or posts, of which he may have been the commander; if it shall be proven that the said defeat, surrender, rout, abandonment, or loss arose from corrupt connexion with the enemy, from cowardice, or wanton and unjustifiable breach of orders, he, the said offender, shall suffer death. If it shall be proven that the same arose from incaution or gross mismanagement, he shall be cashiered, and rendered incapable of exercising any employment in the service of the United States. If it shall be proven that the same arose from fault of a less criminal character, he shall be punished at the discretion of a court-martial.

ART. 32. In case any portion of the army of the United States should be captured by an enemy in a disgraceful manner, it shall be competent for the President of the United States, on proper representation and proof, to order that, for the period of such captivity, the portion of the army so offending receive but half pay; such stoppage not to affect any penalty incurred by any individual thereof under these articles.

ART. 33. It shall be the duty of officers stationed in the vicinity of Indians to cultivate harmony with them. Any officer convicted of maltreating them, or allowing them to be maltreated, shall be punished at the discretion of a court-martial.

ART. 34. It shall be the duty of officers commanding armies of the United States in foreign countries, to confirm the peaceful inhabitants of the same in their accustomed legal rights and privileges, as far as may be consistent with the articles and the usages of war between civilized nations. All public stores taken from the enemy shall be secured for the service of the United States, under regulations from the War Department; and any commanding officer who shall dishonorably possess himself of any property whatever found in such countries, or who shall not restrain himself and those under his command from wanton oppression or violence, shall be cashiered, or otherwise punished, at the discretion of a court-martial.

ART. 35. Any officer who shall, without orders from his superior, waste or destroy the property not applicable to the purposes of war, belonging to the peaceful inhabitants of foreign countries occupied by the armies of the United States, or offer violence to the persons of the same, except from the pressing exigencies of war, shall be cashiered.

ART. 36. Any officer or soldier convicted of unauthorized abuse of a prisoner of war shall be punished at the discretion of a court-martial.

ART. 37. Any officer convicted before a general court-martial of conduct unbecoming an officer and a gentleman shall be dismissed the service.

ART. 38. Any officer convicted of inhumanity to those under his command shall be cashiered, or otherwise punished, at the discretion of a court-martial.

ART. 39. Any officer who shall dishonorably conspire with others against a broken officer shall be punished at the discretion of a court-martial: *Provided*, That nothing in this article be construed to forbid an open and decorous declaration of misconduct or injustice.

ART. 40. Any officer who, during a time of war, shall be entrusted by the commander-in-chief with any secret respecting military operations, and shall divulge the same, shall be cashiered.

ART. 41. Any officer who shall be found drunk on duty shall be cashiered. Any soldier so offending shall suffer such punishment as shall be inflicted by the sentence of a court-martial.

ART. 42. Any sentinel who shall be found sleeping upon his post, or shall leave it before he shall be regularly relieved, shall suffer death, or such other punishment as shall be inflicted by the sentence of a court-martial.

ART. 43. Any person belonging to the armies of the United States who shall make known the parole, countersign, or watchword, to any person who is not entitled to receive it according to the rules and discipline of war, or shall presume to give a parole, countersign, or watchword, different from what he received, shall suffer death, or such other punishment as shall be ordered by the sentence of a court-martial.

ART. 44. Any officer or soldier who, by any means whatsoever, shall wantonly occasion false alarms in any encampment or military position, shall suffer death, or such other punishment as shall be ordered by the sentence of a court-martial.

ART. 45. Whosoever belonging to the armies of the United States employed in foreign parts shall force a safeguard shall suffer death.

ART. 46. Whosoever belonging to the armies of the United States shall be convicted of holding correspondence with, or giving intelligence to, the enemy, either directly or indirectly, or of relieving the enemy with money, victuals, or ammunition, or of knowingly harboring or protecting an enemy, shall suffer death, or such other punishment as shall be ordered by the sentence of a court-martial.

ART. 47. Any officer or soldier who shall, either in quarters or on march, commit violence on the person, or waste or destruction of the property of any inhabitant of the United States, unless by the orders of the commander-in-chief of an army of the United States, shall, on conviction, be punished according to the nature and degree of the offence, by the judgment of a court-martial; and the said court may, at its discretion, order that, over and above other punishment, the individual so offending be mulcted in his pay, and the amount thus recovered be given as damages to the party injured; nor shall the delinquent be thereby released from any process before a civil tribunal.

ART. 48. It shall be the duty of every officer commanding in camp or garrison, or on a march, to maintain order, and, to the utmost of his power, to redress all abuses and disorders that may be committed by those under his command. Upon complaint made to him of any of the offences detailed in the foregoing article, or of the disturbance of fairs, markets, or legal assemblies, or of any riot disturbing the good order of society, he shall arrest the individuals so offending, and institute, or cause to be instituted, a court-martial for the trial of the same. Any

Art. 29.—52d of the former, and 59th included. Art. 34.—38th of the former, varied and enlarged.
Art. 37.—83d of the former. Art. 41.—45th of the former. Art. 42.—46th of the former.
Art. 43.—53d of the former. Art. 44.—49th of the former, slightly altered. Art. 45.—55th of the former.
Art. 46.—56th and 57th of the former. Art. 47.—54th of the former, altered. Art. 48.—32d of the former, altered.

officer failing to conform to any part of this article shall, on conviction, be cashiered, or otherwise punished, at the discretion of a court-martial.

ART. 49. When any officer or soldier shall be accused of a capital crime, or of having used violence or committed any offence against the person or property of any citizen of the United States, such as is punishable under the known laws of the land, and not under these articles, the commanding officer and officers of the regiment or garrison to which the person so accused shall belong, shall, upon application, legally made, use their utmost endeavors to deliver over such accused person or persons to the civil magistrate, and, likewise, to aid and assist the officers of justice in apprehending and securing the person or persons so accused, in order to bring him or them to trial. Any commanding officer or officers who shall wilfully neglect or refuse to conform to the injunction of this article, shall, on conviction of the same before a court-martial, be cashiered.

ART. 50. Should any civil officer pursue any individual attempting to flee from justice to any garrison or encampment of the forces of the United States, and be prevented by a sentinel from entering therein, he shall not force an entrance, but shall exhibit to the commanding officer his warrant. After such exhibition, should the said commanding officer resist or wantonly impede the search, so that the individual sought escape from justice, he shall, on conviction before any court of the United States having competent jurisdiction, be punished in the penalty set forth in the seventy-second section of "an act for the punishment of certain crimes against the United States," of the 30th of April, 1790, in the same manner, the said civil officer being under the authority of any particular State, as though he were under that of the United States. And, if the crime for which the said individual fled from justice be capital, the officer so offending shall be considered to have committed a rescue, and shall be punished in the penalty set forth in the twenty-third section of the said act, whether the individual thus rescued be pursued by the authority of any particular state, or of the United States.

ART. 51. There shall be two military courts having criminal jurisdiction; the one a regimental, garrison, or detachment court-martial; the other a general court-martial. The first shall consist of three officers, except as hereinafter provided, and shall have no power to try capital cases, or officers, nor to inflict on any soldier a fine exceeding one month's pay, nor to imprison or put to labor a soldier for a longer time than one month. The second class shall consist of any number of officers, not less than five, nor more than eleven, and shall have cognizance of all offences under these articles.

ART. 52. Any officer commanding a regiment, separate battalion, or post, or detachment, on a march, may appoint for his own regiment, battalion, post, or detachment, regimental, garrison, or detachment courts-martial, for the trial and punishment of offences not capital, and decide upon their sentences, and may pardon or mitigate any punishment which such courts may adjudge. Whenever there shall not be present at any post more than two officers besides the commanding officer, it shall be in the power of the said commanding officer, at his discretion, to detail a suitable non-commissioned officer to act as a junior member of said court. And whenever there shall not be present at any post more than one officer, besides the commanding officer, it shall be in the power of the said commanding officer, at his discretion, to constitute such court by detailing three suitable non-commissioned officers to be members thereof.

ART. 53. Any general officer commanding an army or department, and any colonel commanding a department, may appoint general courts-martial whenever necessary. But no sentence of a court-martial shall be carried into execution until after the whole proceedings shall have been laid before the officer ordering the same, or the officer commanding the troops for the time being; neither shall any sentence of a general court-martial, during a time of peace, extending to the loss of life, or the dismission of an officer, or which shall, either in time of peace or war, extend to a general officer, be carried into execution until after the whole proceedings shall have been transmitted to the Secretary of War, to be laid before the President of the United States for his confirmation or disapproval and orders in the case. All other sentences may be confirmed and executed by the officer ordering the court to assemble, or the commanding officer for the time being, as the case may be.

ART. 54. Every officer authorized to order a general court-martial shall have power to pardon or mitigate any punishment ordered by such court, except the sentence of death, or of cashiering an officer, which, in the cases where he has authority, as by the foregoing article, to carry them into execution, he may suspend until the pleasure of the President of the United States can be known; which suspension, together with copies of the proceedings of the court-martial, the said officer shall immediately transmit to the President for his determination.

ART. 55. At every court-martial there shall be a judge advocate, or person acting as such, whose powers and duties shall be defined in the regulations issued to that effect from the Department of War. He shall administer to the several members of a court-martial, before they proceed upon any trial, the following oath, which shall also be taken by all the members of regimental, detachment, and garrison courts-martial. "You ———, do swear, that you will well and truly try and determine, according to evidence, the matter now before you, between the United States of America and the prisoner to be tried, and that you will duly administer justice according to the provisions of 'An act for the establishment of a system of martial law for the government of the armies of the United States,' without partiality, favor, or affection, and if any doubt shall arise, not explained in said system, according to your consciences, the best of your understandings, and the customs of war in like cases; and you do further swear, that you will not divulge the sentence of the court until it shall be published by the proper authority; neither will you disclose or discover the vote or opinion of any particular member of the court-martial, unless required to give evidence thereof as a witness by a court of justice, in due course of law: so help you God." As soon as the said oath shall have been administered to the respective members, the president of the court shall administer to the judge advocate, or person officiating as such, an oath in the following words: "You ———, do swear, that you will faithfully discharge the trust of judge advocate, according to the instructions from the Department of War, and that you will faithfully record all and every part of the proceedings that may be had in the cause now in hearing: and you do further swear that you will not disclose nor discover the vote or opinion of any particular member of the court-martial, unless required to give evidence thereof as a witness by a court of justice, in due course of law; nor divulge the sentence of the court to any, but to proper authority, until it shall be duly disclosed by the same: so help you God."

ART. 56. Courts-martial shall be regulated as to process, the laws of evidence, and the mode of forming judgment thereupon, on principles as nearly consonant to those of civil courts as the difference of the two will admit. To effect this there shall be issued from the Department of War instructions under these articles, which shall

Art. 49.—33d of the former, altered very slightly.

Art. 51.—From the 51st to the 72d, inclusive. The former articles under this head were found so defective that I have abandoned the order and structure of them, 64th, 66th, and 67th of the former, in substance.

Art. 52.—Parts of the 66th and 89th of the former, with an essential alteration.

Art. 53.—65th of the former, verbatim, with a trifling exception.

Art. 54.—89th of the former, verbatim.

Art 55.—69th of the former, verbatim, except at the commencement, and in the oath of the judge advocate.

establish and regulate the forms and proceedings of such courts, the duties and powers of the several members thereof, the rights of the accused, and every thing directly or indirectly connected therewith.

ART. 57. A general court-martial shall have power to send for and procure public books and documents relating to the army of the United States, or attested copies of the same; to send for and procure such books and documents, in the possession of individuals in public employment, as treat of matters before it; to preserve order during its session; to punish at discretion any witness belonging to the army who may refuse to testify, or prevaricate in giving testimony; to coerce the attendance of its own members, of prisoners and witnesses, when they have been regularly summoned; and to exercise such other authority as may be requisite to put into effect the functions assigned to it by these articles.

ART. 58. In cases of the condemnation of a soldier a general court-martial shall have power to sentence to death, to imprisonment, to hard labor, to stoppages of pay, and to corporeal punishment, according to the nature of the offence, sanctioned by military usage, and not forbidden by the laws of the United States. In cases of the condemnation of an officer it has power to sentence to death; to sentence that the offender be cashiered, to the same with incapacity to serve the United States in a military station; to sentence to dismissal; to suspension of rank, pay, and emoluments, or any part of the same; to stoppages of pay in cases prescribed by these articles; to imprisonment, until the offender can be committed to the civil authority; to public or private reprimand; or such modifications of the foregoing as may not be inconsistent with the laws of the United States. But members of a court-martial shall be liable, according to their votes, to suit at law, before any court of the United States, for sentencing to illegal punishments, or for any manifest corruption.

ART. 59. A regimental or garrison court-martial shall have cognizance of all offences committed by soldiers, which do not require the intervention of a general court-martial, and shall have power to sentence to such punishment, according to the nature of the offence, as may be sanctioned by the usages of service, and not forbidden by the laws of the United States. But any officer who shall take the power of corporeal punishment into his own hands, when the same has not been ordered by the sentence of a general, regimental, detachment, or garrison court-martial, or who shall inflict violence on the person of a soldier of the United States, except in case of mutiny, or disobedience of orders tending to the same, shall be cashiered.

ART. 60. All persons who give evidence before a court-martial are to be examined on oath or affirmation, to be administered by the judge advocate, in the following form, viz: "You swear, or affirm, that the evidence you shall give in the case now in hearing shall be the truth, the whole truth, and nothing but the truth: so help you God."

ART. 61. In the trial of all delinquents for capital offences, where the judge advocate shall be duly satisfied that the testimony of any one not belonging to the army is essential to the trial, he shall issue a precept, countersigned by the president of the court, directing such person to appear and testify: said precept shall be given to the marshal of the district court of the United States, and should said witness, after being duly summoned, fail to appear, without a reasonable excuse, he or she shall be fined in the same sum as though the offence had been committed against the district court of the United States, and recovery shall be made in the name of the United States, by bill or information, in any court of competent jurisdiction. When the witness shall be unable to attend, in consequence of duress, the same writ shall be issued to procure his attendance, as would be provided his testimony were required in any higher court of the United States.

ART. 62. On trials of cases not capital before courts-martial, the deposition of witnesses not belonging to the army may be taken before some justice of the peace, and read in evidence; provided the prosecutor and person accused are present at the taking of the same, or are duly notified thereof.

ART. 63. When a prisoner arraigned before a court-martial shall stand mute, or answer foreign to the purpose, the court may proceed to trial and judgment, in the same manner as though the prisoner had regularly pleaded not guilty.

ART. 64. When a member shall be challenged by a prisoner, he must state his cause of challenge, of which the court shall, after due deliberation, determine the relevancy or validity, and decide accordingly. No challenge to more than one member at a time shall be received by the court.

ART. 65. No person shall be sentenced to suffer death but by the concurrence of two-thirds of a general court-martial, nor except in the cases herein expressly mentioned. No person shall be tried a second time for the same offence, nor shall any cause determined in a court-martial be sent back for revision more than once, unless new and important matter be discovered.

ART. 66. No person shall be liable to be tried and punished by a general court-martial for any offence which shall appear to have been committed more than two years before the issuing of the order for such trial; unless, from the nature of things, it was rendered impracticable to discover the offence before two years had transpired; or unless the person, by reason of having absented himself, or some other manifest impediment, shall not have been amenable to justice within that period. But any officer shall be liable to be tried and punished by a court-martial for offences committed while in the service of the United States, after he shall have voluntarily quitted the same; provided the offences were unknown at the period of such resignation, and the order for trial be issued within six months therefrom; and in case of the non-appearance of such delinquent, after being duly cited, the court-martial may proceed with his trial in the same manner as if he had appeared and pleaded not guilty to the charge.

ART. 67. No officer shall be tried but by a general court-martial, nor by officers of inferior rank, if it can be conveniently avoided. Nor shall any proceedings or trials be carried on except between the hours of eight in the morning and three in the afternoon, excepting in cases which, in the opinion of the officer appointing the court-martial, require immediate example; but the proceedings of a court-martial shall not be delayed by the absence of any member except the president, provided enough are present to constitute legally a court.

ART. 68. It shall be the duty of a court-martial, where an officer is cashiered for desertion, cowardice, or fraud, to direct that its sentence be published in the newspapers nearest to the camp, and of the particular State to which the offender belongs, after which it shall be deemed scandalous for any officer to associate with him.

ART. 69. In order to discountenance improper suits, it shall be the duty of a court-martial, on acquitting a prisoner, and finding the charges preferred against him to be frivolous, vexatious, and without foundation, to annex to its sentence, that the prosecutor, if an officer, be fined in his pay the amount of expense incurred by the United States to sustain the prosecution.

ART. 70. In case of demand from the parties, copies of the proceedings of courts-martial shall be given, under due attestation from the Department of War. To this effect, the Secretary of War shall cause to be forwarded, with all despatch, to some office of his Department, and there recorded, the original proceedings of all courts-

Art. 60.—73d of the former, verbatim. Art. 62.—74th of the former, verbatim. Art. 63.—70th of the former, verbatim. Art. 64.—71st of the former, verbatim. Art. 65.—87th of the former, verbatim. Art. 66.—88th of the former, enlarged and essentially altered. Art. 67.—74th of the former, verbatim; the last clause an addition. Art. 68.—85th of the former, slightly altered; desertion added. Art. 70.—90th of the former, altered and enlarged.

martial, as well those convened in the militia, when called into the service of the United States, as in the regular army. And in order to the prevention of crimes and abuses, and to ascertain whether the laws and regulations governing the armies of the United States have been duly enforced, it shall be the duty of the said Secretary to cause to be laid before him at stated periods, from the records of that office, an abstract of all crimes and punishments, and process of courts-martial, in such cases. And it shall likewise be his duty to direct, that where explanation is required of contested points of military law, certain trials where such principles have been rightfully adjusted be selected and announced as precedents.

ART. 71. It shall be the duty of every officer having power to order courts-martial, to issue such orders on suitable application, provided the nature of the complaint and the good of the public service require it. But in all applications to a commanding officer for redress of grievances inflicted by a superior, it shall be his duty, on request from the party aggrieved, in case he shall not deem it proper to order a court-martial, to give in writing his reasons for refusal.

ART. 72. All sutlers and retainers to the army, camps, regiments, posts, or detachments, shall be subject to these rules and articles.

ART. 73. All officers incidentally connected with the army, whatsoever may be their rank or denomination; all military agents, conductors, drivers, carriers, or other persons whatsoever, duly hired, and receiving pay from the United States, in the service of any of the regiments or corps, or departments of the staff, shall be subject to these rules and articles. It shall be the duty of all officers authorized to employ such persons, to set forth the provision of this article in their agreement with the same. But from the provision of this article shall be excepted the corps of cadets, the professors and assistant professors of the Military Academy, who shall be governed by special instructions from the Department of War, containing such parts of this act as the Secretary of the same may deem advisable.

ART. 74. Whenever an officer shall be arrested, he shall be deprived of his sword and confined within suitable limits, by his commanding officer. Any officer who shall violate his arrest by exercising command, except in case of mutiny, or by quitting his confinement before he shall be set at liberty by a superior officer, shall be cashiered.

ART. 75. It shall be the duty of every officer commanding a guard, and of every provost marshal, to receive and keep any prisoner committed to their charge by an officer belonging to the forces of the United States, provided that the prisoner be accompanied by a written accusation of a military crime, signed by an officer of the United States' army. Any officer commanding a guard, or any provost marshal, who shall refuse to perform this duty, or who shall release any person committed to his charge, without proper authority for so doing, or who shall suffer any person to escape, shall be punished at the discretion of a court-martial.

ART. 76. Every officer or provost marshal to whose charge prisoners shall be committed, shall, within twenty-four hours after such commitment, or as soon as he shall be relieved from his guard, make report, in writing, to his commanding officer, of their names, their crimes, and the name of the officer who committed them, under penalty of punishment at the discretion of a court-martial.

ART. 77. There shall be a military court, not having criminal jurisdiction, called a court of inquiry. It shall have power to examine into the nature of any transaction wherein the whole or any part of the army of the United States may have been engaged, or into any accusation or imputation against any officer or soldier, or to identify the person and conduct of any suspicious person. Said court shall consist of three officers and a recorder, and shall have the same power to summon witnesses as a court-martial, and to examine them on oath. The parties before it shall be permitted to cross-examine and interrogate the witnesses, but the court shall not give an opinion on the merits of the case unless thereto specially ordered.

ART. 78. The proceedings of a court of inquiry shall be authenticated by the signature of the recorder and the president, and delivered to the commanding officer, and may be admitted as evidence by a court-martial in cases not capital nor extending to the dismission of an officer, where oral testimony cannot be obtained.

ART. 79. Courts of inquiry may be ordered by officers having power to order general courts-martial, but only on their receiving direction to that effect from the President of the United States, or on demand of the party accused, except when the army of the United States may be employed, during a time of war, in foreign countries, when the foregoing power of the President of the United States may be exercised by the commander-in-chief of such army.

ART. 80. The recorder shall administer to the members of a court of inquiry the following oath, viz: "You shall well and truly examine and inquire, according to evidence, into the matter now before you, without partiality, favor, affection, prejudice, or hope of reward: so help you God." After which, the president shall administer to the recorder the following oath, viz: "You, ———, do swear that you will, according to the best of your abilities, accurately and impartially record the proceedings of the court and the evidence given in the case in hearing: so help you God." The witnesses shall take the same oath as witnesses sworn before a court-martial.

ART. 81. All officers serving by commission from the authority of any particular State, shall, in all cases wherein they may be employed in conjunction with the regular forces of the United States, take rank next after all officers of the like grade in said regular forces, notwithstanding the commissions of such militia or State officers may be older than the commissions of the officers of the regular forces of the United States.

ART. 82. Whenever it may be found convenient and necessary to the public service, the officers of the marine shall be associated with the officers of the land forces, for the purpose of holding courts-martial and trying offenders belonging to either; and, in such cases, the orders of the senior officer of either corps, who may be present and duly authorized, shall be received and obeyed.

ART. 83. The functions of the engineers being generally confined to the most elevated branch of military science, they are not to assume, nor are they subject to be ordered on, any duty beyond the line of their immediate profession, except by the order of the President of the United States; but they are to receive every mark of respect to which their rank in the army may entitle them, respectively; and are liable to be transferred, at the discretion of the President, from one corps to another, regard being paid to rank.

ART. 84. The officers and soldiers of any troops, whether militia or others, being mustered and in pay of the United States, shall, at all times and in all places, be governed by these rules and articles of war, and shall be subject to be tried by courts-martial, in like manner with the officers and soldiers of the regular forces, save only that courts-martial for the trial of offenders belonging to the regular forces shall be composed entirely of officers of the regular army; and courts-martial for the trial of offenders belonging to the militia shall be composed entirely of militia officers.

Art. 71.—Contains the substance of 34th and 35th of the former. Art. 72.—60th of the former, altered. Art. 73.—96th of former, altered and enlarged. Art. 74.—77th of the former, altered. Art. 75.—80th and 81st of the former. Art. 76.—82d of the former. Art. 77.—91st of the former, essentially altered. Art. 78.—92d of the former, in part. Art. 79.—Parts of the 91st and 92d, altered and enlarged. Art. 80.—93d of the former, verbatim. Art. 81.—98th of the former. Art. 82.—68th of the former, verbatim. Art. 83.—63d of the former. Art. 84.—97th of the former, altered.

ART. 85. It shall be the duty of the Secretary of War, when doubts shall arise not explained in this system, to explain and determine, for the government of courts-martial and for other purposes, the customs of war in like cases; to define, whenever there shall be occasion, the specific character of the acts enumerated as offences under these articles; and to specify such other offences, not capital, as may be prejudicial to the welfare of an army, and have been omitted herein. And all crimes not capital, and all disorders and neglects which officers and soldiers may be guilty of, to the prejudice of good order and military discipline, though not mentioned in these articles, are to be taken cognizance of by a general or regimental court-martial, according to the nature and degree of the offence, and be punished at their discretion.

ART. 86. All attempts to commit any of the crimes mentioned in the foregoing articles shall be punished according to their nature and extent, at the discretion of a court-martial, with reference to the punishment due to the crime had it been actually committed.

ART. 87. When any officer shall die or be killed in the service of the United States, and there be no legal representative of the deceased at hand, it shall be the duty of the quartermaster, or some other officer appointed by the commander immediately, in the presence of two other officers, to secure and make an inventory of all the effects of the deceased about him at the time of decease, which inventory, with a certificate on honor that the above injunctions have been strictly executed, shall be signed by the three officers, and transmitted to the Department of War for the information of the representatives of the deceased. For the same purpose, the quartermaster shall report the disposition made of the said effects for safe keeping. A like course shall be pursued in respect to the private effects of deceased soldiers by their respective captains, except that such effects may be converted into money at public sale, and the whole transmitted with the inventory to the Department of War.

ART. 88. In the foregoing articles the term enemy is meant to imply equally the terms enemy and rebel. The term soldier is meant to imply any person belonging to the armies of the United States, and not a commissioned officer.

ART. 89. The President of the United States shall have power to prescribe the uniform of the army.

ART. 90. These articles are to be read and published once in every six months to every garrison, regiment, troop, or company, mustered or to be mustered, in the service of the United States, and are to be duly observed and obeyed, at all times and in all places, by all officers and soldiers, who are or shall be in said service.

SEC. 2. *And be it further enacted*, That in time of war all persons not citizens of, nor owing allegiance to, the United States of America, who shall be found lurking as spies or emissaries from an enemy in or about the fortifications or encampment of the armies of the United States, or any of them, shall suffer death, according to the law and usage of nations, by sentence of a general court-martial.

ART. 2. Any commanding officer of an army, encampment, or garrison, during a time of war, who shall find any person lurking in a suspicious manner about the same, and have adequate reasons to believe that the said person is endeavoring to act as a spy, or is an agent of the enemy, shall cause him to be arrested and detained, until complaint can be made to the proper authority. Every officer thus arresting is required to cause such complaint to be made within twenty-four hours from the commencement of the arrest, under penalty of such punishment as a court-martial may adjudge. Should any officer suffer suit at law, in consequence of the exercise of the powers granted by this article, he may plead the general issue, and give this act and the special matter in evidence.

SEC. 3. *And be it further enacted*, That, if any officer, soldier, or follower of the army of the United States shall commit in any foreign country, wherein the armies of the United States may be employed, murder or any other offence which, if committed within the body of a country, would, by the laws of the United States, be punishable with death, such offender, on being thereof convicted, shall suffer death. And the trial of such murder or offences as aforesaid, committed by persons belonging to the armies of the United States in any foreign country wherein said armies may be employed, shall be in the district where the offender is apprehended, or into which he may first be brought.

ART. 2. Any officer, soldier, or follower of the army of the United States, who shall, in any foreign country wherein the armies of the United States may be employed, knowingly and wittingly aid and assist, procure, command, counsel, or advise any person or persons to do or commit any murder or crime, as aforesaid; and such person or persons shall, thereupon, do or commit any such murder or crime, as aforesaid, then all and every such person so as aforesaid, aiding, assisting, procuring, commanding, counselling, or advising, shall be, and are hereby declared, deemed, and adjudged to be accessary to such murder or other felony before the fact, and every such person, being thereof convicted, shall suffer death.

ART. 3. If any officer, soldier, or follower of the army of the United States shall, in any foreign country, wherein the armies of the United States may be employed, on purpose, and of malice aforethought, unlawfully cut off the ear or ears; or cut out or disable the tongue; put out an eye; slit the nose; cut off the nose or a lip; or cut off, or disable any limb or member of any person, with intention, in so doing, to maim or disfigure such person, in any of the manners before mentioned; then, and in every such case, the officer, soldier, or follower, so offending, his or their counsellors, aiders, or abettors, shall, on conviction, be imprisoned not exceeding seven years, and fined not exceeding one thousand dollars. And the trial of such offence of maiming, committed by any officer, or soldier, or follower of the army of the United States, in any foreign country wherein said armies may be employed, shall be in the district where the offender is apprehended, or into which he may first be brought.

SEC. 4. *And be it further enacted*, That the rules and regulations by which the armies of the United States have been heretofore governed, and the resolves of Congress thereunto annexed, and respecting the same; and that every act or part of any act of Congress now in force, contrary to the meaning of this act, be, and the same are hereby, repealed.

Art. 85.—99th of the former, enlarged. Art. 89.—100th of the former. Art. 90.—101st of the former augmented.
Sec. 2.—Sec. 2d of the former, verbatim, with one exception.

16th CONGRESS.] No. 200. [2d SESSION.

RECRUITING SERVICE.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, JANUARY 2, 1821.

SIR: DEPARTMENT OF WAR, *December* 30, 1820.

In reply to the resolution of the House of Representatives of the 26th instant, requiring a statement from this Department showing the number of soldiers recruited for the army during the year 1820, indicating the fund from which the expenses of recruiting have been paid, and whether any unexpended balance of former appropriations has been used, and in what year said appropriation was made, I enclose reports of the Adjutant and Inspector General and the Second Auditor of the Treasury, showing the number of recruits and the expenses of the recruiting service.

It is deemed proper to observe that, although the number of recruits exceed three thousand, the army has not been so much increased since the last year; the difference between the enlistments and the increase is accounted for by the discharges, desertions, and other casualties, during the year, amounting to about half as many as have been enlisted.

I have the honor to be your obedient servant,

J. C. CALHOUN.

Hon. JOHN W. TAYLOR, *Speaker of the House of Representatives.*

SIR: ADJUTANT AND INSPECTOR GENERAL'S OFFICE, *December* 30, 1820.

In answer to that part of the resolution of the House of Representatives, requiring the number of soldiers enlisted during this year, which you referred to me, I take the liberty to make the following extract from my report to you of the 2d instant, viz: Abstract of the recruiting returns for 1820, whole number enlisted during the year, 3,211.

The number of recruits for this year is taken from the returns made to this office of the three first quarters, and an estimate for the present quarter.

I have the honor to be, with perfect respect, your obedient servant,

D. PARKER, *Adjutant and Inspector General.*

To the SECRETARY OF WAR.

SIR: TREASURY DEPARTMENT, SECOND AUDITOR'S OFFICE, *December* 28, 1820.

In compliance with a resolution of the House of Representatives of the 26th instant, I have the honor to transmit you herewith a statement of the funds out of which the expenses of recruiting for this year have been paid.

I have the honor to be, very respectfully, your obedient servant,

WILLIAM LEE.

The Hon. J. C. CALHOUN, *Secretary of War.*

Statement exhibiting the funds out of which the expenses of recruiting have been paid during the year 1820, *in obedience to a resolution of the House of Representatives, dated December* 26, 1820.

BOUNTIES AND PREMIUMS.

Balance unexpended in the hands of the Treasurer of the United States on the 1st January, 1820,	$3,197 92	
Amount appropriated for the year 1820,	21,000 00	
Amount refunded to the Treasurer of the United States by sundry persons during the year 1820,	3,441 01	
Amount brought to the credit of this appropriation on the books of this office, on settlement of accounts, being balances due thereon by sundry persons, arising out of advances made in 1819 and 1820,	26,917 54	
Amount brought to the credit of this appropriation from the books of the Third Auditor,	1,212 00	
Amount due by Robert Brent, late paymaster general, being part of the advance made him on account of bounties and premiums out of the appropriation for 1816, refunded in 1820, on settlement of his account,	35,364 56	
		91,133 02

EXPENSES OF RECRUITING.

Amount appropriated for the year 1820,		34,125 00
Amount available by the Secretary of War for the recruiting service of the year 1820,		$125,258 03

EXPENDITURES.

Amount of warrants issued by the Secretary of War to the 26th December, applicable to bounties and premiums,	38,610 17	
Amount disbursed by sundry persons applicable to bounties and premiums, and brought to the debit of that appropriation on settlement of their accounts, there being balances due by them to that amount on sundry specific appropriations,	9,030 41	
Amount disbursed to 26th December, on account of expenses of recruiting,	18,749 65	
Amount expended deducted,		66,390 23
Leaving a balance of appropriation on 26th December, 1820, of		$58,867 80

Under the following heads:

Bounties and premiums,	43,492 45	
Expenses of recruiting,	15,375 35	
		$58,867 80

TREASURY DEPARTMENT, SECOND AUDITOR'S OFFICE, *December* 28, 1820.

WILLIAM LEE.

NOTE.—When we say Robert Brent, late paymaster general, refunded, in 1820, $35,364 56, it ought not to be understood that he refunded that sum in money; he refunded in settlement of account only; that is to say, a balance being due to him for disbursements on account of subsistence, and being a debtor under the head of bounties and premiums to a large amount, his account of subsistence was closed by carrying part of the balance, due by him on bounties and premiums, say $35,364 56 to his debit on that of subsistence, by which transaction bounties and premiums received a credit on our books, while subsistence was debited.

16th CONGRESS.] No. 201. [2d SESSION.

MILITARY ACADEMY AT WEST POINT.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, JANUARY 9, 1821.

SIR: DEPARTMENT OF WAR, *January* 8, 1821.

I have the honor to transmit herewith the information called for by a resolution of the House of Representatives, dated the 5th ultimo; that relating to expenditures at the Military Academy will be found in the statements of the Second and Third Auditors, marked B and C; and that concerning cadets is exhibited in the statement marked A.

I have the honor to be, sir, with great respect, your most obedient servant,

J. C. CALHOUN.

The Honorable JOHN W. TAYLOR,
Speaker of the House of Representatives.

TREASURY DEPARTMENT, SECOND AUDITOR'S OFFICE, *January* 4, 1821.

SIR:

I have the honor to hand you herewith a statement, prepared in pursuance of a resolution of the House of Representatives of the United States, exhibiting the aggregate amount expended on the Military Academy at West Point to the 31st August last, ascertained from the accounts rendered to, and settled at, this office.

With great respect, your obedient servant,

WM. LEE.

Honorable J. C. CALHOUN, *Secretary of War.*

B.

TREASURY DEPARTMENT, SECOND AUDITOR'S OFFICE, *January* 4, 1821.

A statement exhibiting the aggregate amount expended on the Military Academy at West Point, in the purchase, erection, and repairs of buildings and barracks; for stationary, books, mathematical instruments, and printing; for wood and hauling, transportation of stores and officers' baggage; and for expenditures of a contingent nature in the quartermaster's department for said institution; including the amount that has been expended in pay, subsistence, &c. of the teachers, officers, and cadets, as far as the same has been ascertained from the accounts of the disbursing officers, settled and rendered at the office of the Second Auditor. Furnished in pursuance of a resolution of the House of Representatives of the United States, 5th December, 1820.

Pay, subsistence, &c. of teachers, officers, and cadets,	$443,644 04
Wood and hauling,	9,251 67
Buildings purchased and erected, materials for ditto, and repairs,	26,128 91
Stationary, printing, books, and mathematical instruments, &c.	7,448 26
Transportation of materials, stores, and officers' baggage, &c.	146 59
Furniture, tools, expenses of the board of visiters, and other contingent expenses,	1,302 26
Aggregate amount,	$487,921 73

The foregoing statement is carried up to the 31st August, 1820, the latest period to which the accounts of the paymaster at the Military Academy have been received.

WM. LEE.

SIR: TREASURY DEPARTMENT, THIRD AUDITOR'S OFFICE, *January* 4, 1821.

I have the honor to hand you herewith a statement of the aggregate amount expended on the Military Academy at West Point, and for the pay, subsistence, &c. of the teachers, officers, and cadets, as far as the same has been ascertained from the accounts settled and rendered at this office: furnished in pursuance of a resolution of the House of Representatives of the United States, of the 5th December, 1820.

I have the honor to be, very respectfully, your obedient servant,

PETER HAGNER, *Auditor.*

Honorable JOHN C. CALHOUN, *Secretary of War.*

C.

TREASURY DEPARTMENT, THIRD AUDITOR'S OFFICE, *January* 4, 1821.

A statement exhibiting the aggregate amount expended on the Military Academy at West Point, in the purchase, erection, and repairs of buildings and barracks; for stationary, books, mathematical instruments, and printing; for wood and hauling, transportation of stores, officers' baggage; and for expenditures of a contingent nature in the quartermaster's department for said institution; including the amount that has been expended in the pay and subsistence of the teachers, officers, and cadets, as far as the same has been ascertained from the accounts of the disbursing officers, settled and rendered at the office of the Third Auditor. Furnished in pursuance of a resolution of the House of Representatives of the United States, of the 5th December, 1820.

Pay, subsistence, &c. of teachers, officers, and cadets,	$73,210 38
Wood and hauling,	26,612 36
Buildings purchased and erected, materials for ditto, and repairs,	141,824 82
Stationary, printing, books, and mathematical instruments, &c.	43,470 37
Transportation of materials, stores, and officers' baggage, &c.	4,166 11
Furniture, tools, postage, expenses of the board of visiters, and other contingent expenses,	5,014 69
Aggregate amount,	$294,298 73

It is proper to remark, that, prior to the act of the 3d March, 1809, no separate account was kept of the appropriation for the Military Academy; and up to the year 1812, inclusive, all the accounts of expenditures of the War Department, which had been settled and sent to the treasury for revision, were destroyed in the year 1814, with the public buildings; it is, consequently, impossible to furnish all the particulars required by the above mentioned resolution. It is also proper to add that the items of pay and subsistence, &c. are only such as have been collected from the accounts of the paymasters, settled since 1812, and up to July, 1815, and from such only in which it was supposed payments would appear. Other payments have, doubtless, been made within that period, but they are so distributed through the accounts (no separate account having been kept or rendered for the corps of engineers) that it will be impracticable to ascertain them, without particular examination of every paymaster's account through the war.

PETER HAGNER, *Auditor.*

A.

STATES.	The number of cadets that have been educated at the Military Academy since its first establishment from the District of Columbia, and the number from each State and Territory in the Union.	The number of cadets now in said Academy, from the District of Columbia, and from each of the States and Territories respectively.	The number who have received an education at said Academy, who are in the army or navy of the United States, the appointment each holds, and the district, State, or Territory they are from.	
Maine & Mass'tts,	31	23	21	2 Majors of engineers. 2 First lieutenants, do. 1 Major of artillery. 3 Captains of artillery. 5 First lieutenants, do. 3 Second lieutenants, do. 1 First lieut. of ordnance. 1 Second lieutenant, do. 1 First lieut. of infantry. 2 Second lieutenants, do.
New Hampshire,	6	9	3	2 First lieuts. of artillery. 1 Second lt. of ordnance.
Vermont,	22	10	12	1 Major of topo. engineers. 1 Battalion paymaster. 1 Military storekeeper. 4 Captains of artillery. 1 First lieut. do. 1 Second lieut. do. 1 First lieut. of infantry. 1 Second lieut. do.
Connecticut,	12	11	6	1 Lieut. col. of engineers. 1 Second lieut. do. 1 Major of ordnance. 1 Captain of artillery. 1 First lieut. do. 1 Second lieut. do.
Rhode Island,	2	4	1	1 First lieut. of artillery.

A—Continued.

States.	The number of cadets that have been educated at the Military Academy since its first establishment from the District of Columbia, and the number from each State and Territory in the Union.	The number of cadets now in said academy, from the District of Columbia, and from each of the States and Territories respectively.	The number who have received an education at the said academy, who are in the army or navy of the United States, the appointment each holds, and the District, State, or Territory, they are from.	
New York,	65	34	42	1 Lieut. col. of ordnance. 2 Second lieuts. do. 2 Third lieuts. do. 2 Captains of engineers. 1 First lieut. do. 2 Second lieuts. do. 1 Captain of artillery. 10 First lieuts. do. 10 Second lieuts. do. 1 Captain of infantry. 1 First lt. of infantry. 7 Second lts. do. 1 Paymaster. 1 Asst. prof. of mathemat.
New Jersey,	4	10	3	1 Second lt. of engineers. 1 Second lt. of artillery. 1 Third lt. of ordnance.
Delaware,	3	2	3	2 Second lts. of artillery. 1 Second lt. of ordnance.
Pennsylvania,	12	29	5	1 Capt. topog. engineers. 1 First lieutenant, do. 1 First lieut. of infantry. 1 First lieut. of artillery. 1 Second lieut. do.
Maryland,	20	12	16 1*	1 First lieut. of artillery. 10 Second lieuts. do. 1 First lieut. of infantry. 2 Second lieuts. do. 1 Second lt. of ordnance. 1 Third lt. do. 1 Second lt. of marines.
District of Columbia,	20	9	12	1 Captain of artillery. 5 First lieuts. do. 3 Second lieuts. do. 1 Second lt. of engineers. 2 Second lts. of infantry.
Virginia,	33	26	17	1 Colonel of engineers. 4 First lts. of artillery. 5 Second lts. do. 1 Second lt. of ordnance. 2 Third lts. do. 2 First lieuts. of infantry. 2 Second lts. do.
North Carolina,	5	8	5	1 First lieut. of artillery. 2 Second lieuts. do. 1 First lieut. of infantry. 1 First lt. of ordnance.
South Carolina,	10	10	3	2 Second lts. of artillery. 1 Second lt. of infantry.
Georgia,	3	3	0	
Alabama,	0	2	0	
Mississippi,	0	2	0	
Louisiana,	0	2	0	
Missouri,	6	2	1	1 Lieut. col. of engineers.
Tennessee,	1	6	2	1 Second lt. of engineers. 1 Second lt. of artillery.
Kentucky,	4	8	3	1 Asst. dep. qr. mast. gen. 1 First lieut. of artillery. 1 Second lt. do.
Ohio,	6	6	4	1 Asst. dep. qr. mast. gen. 1 First lieut. of artillery. 1 Second lt. of engineers. 1 Second lt. of infantry.

STATEMENT—Continued.

States.	The number of cadets that have been educated at the Military Academy since its first establishment from the District of Columbia, and the number from each State and Territory in the Union.	The number of cadets now in said academy, from the District of Columbia, and from each of the States and Territories respectively.	The number who have received an education at said academy, who are in the army or navy of the United States, the appointment each holds, and the District, State, or Territory they are from.	
Illinois,	1	1	1	1 Second lt. of artillery.
Indiana,	1	2	0	
Michigan,	1	2	1	1 Second lt. of infantry.
Unknown,	3	0	0	
Total numbers,	961	233	162	

RECAPITULATION.

"And the number of orphans (if any) of those who have fallen in the defence of their country, or died in its service, who have been educated in said academy, or are now cadets in the same, and the district, State, or Territory, each is from. There are no data within the reach of the Engineer Department, which can supply the information required by this section of the resolution.

Total number of cadets actually educated at the academy, - - -	261
Total number of cadets now at the academy, - - - -	233
*In the navy, - - - - -	1
In the army, - - - -	161
Total number, -	162

All of which is respectfully submitted.

W. K. ARMISTEAD, *Colonel of Engineers.*

16th Congress.] No. 202. [2d Session.

NUMBER OF MILITIA CALLED INTO SERVICE IN THE YEARS 1812, 1813, 1814.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, JANUARY 17, 1821.

Sir: Department of War, *January* 16, 1821.

In obedience to a resolution of the House of Representatives, of the 15th April, 1820, directing the Secretary of War "to prepare a statement of the whole number of militia in service during the late war against Great Britain, showing the periods of their service, their pay, and from what States and Territories drawn, to be laid before the House at the next session of Congress," I have the honor to transmit herewith a report from the Third Auditor of the Treasury, which contains all the information the Department is enabled to furnish in relation thereto.

I have the honor to be, your most obedient servant,

J. C. CALHOUN.

Hon. J. W. Taylor, *Speaker of the House of Representatives.*

Sir: Treasury Department, Third Auditor's Office, *December* 12, 1820.

I have the honor to transmit, herewith, a statement of the whole number of militia in service during the late war against Great Britain, showing the periods of their service, their pay, and from what States and Territories drawn; prepared in obedience to a resolution of the House of Representatives of the 15th April, 1820.

From the lateness of the period at which this report is made, it may be proper to present an exposition of the causes of the apparent delay. Immediately after the receipt of your letter communicating the resolution of the House of Representatives, a competent number of clerks was employed on the subject. The investigations of these clerks extended to all the accounts of paymasters, both settled and unsettled, which contained payments for services during the late war, embracing not only the voluminous accounts of the several States which made payments to militia in their service, but to all the accounts of the paymasters of the regular army, as the accounts for the militia and regular service had not been kept distinct. In pursuing their examinations through such a multiplicity of various and bulky documents, great care and accuracy were requisite in noting down every roll that exhibited the services of militia, and ascertaining the connexion of payments in one account with payments for the same tour of duty in other accounts, so as to meet the terms of the resolution; forming, altogether, a considerable mass of tedious labor, of which the result is contained in the statement referred to.

I am, respectfully, sir, your obedient servant,

PETER HAGNER, *Auditor.*

The Hon. J. C. Calhoun, *Secretary of War.*

Statement of the whole number of militia in service during the late war against Great Britain, showing the periods of their service, their pay, and from what States and Territories drawn; prepared in obedience to the resolution of the House of Representatives of the 15th April, 1820.

STATE OR TERRITORY.	Period of service.	General officers.	General staff.	Field officers.	Regimental staff.	Non-commissioned staff.	Captains.	Subalterns.	Non-commiss'd officers.	Musicians.	Privates.	Pay.	AGGREGATE. General officers.	General staff.	Field officers.	Regimental staff.	Non-commissioned staff.	Captains.	Subalterns.	Non-commissioned officers.	Musicians.	Privates.	Pay.
New Hampshire,	1812	-	-	1	-	-	5	7	40	9	184	$11,381 50											
	1813	-	-	-	-	-	2	3	6	4	65	4,112 01	1	5	19	27	20	72	194	608	164	4,577	$109,844 02
	1814	1	5	18	27	20	65	184	562	151	4,328	94,350 51											
Massachusetts,	1812	1	-	1	3	1	3	6	24	6	163	10,658 88											
	1814	2	3	11	15	8	26	86	270	48	2,186	73,816 05	3	3	12	18	9	29	92	294	54	2,349	84,474 93
Rhode Island,	1814	1	-	3	5	2	16	34	101	30	681	22,589 96	1	-	3	5	2	16	34	101	30	681	22,589 96
Connecticut,	1813	2	6	45	76	44	121	247	914	233	4,385	70,069 86											
	1814	2	3	25	45	28	74	148	524	131	2,978	32,686 21	4	9	70	121	72	195	395	1,438	364	7,363	102,756 07
Vermont,	1812	1	5	12	21	15	38	80	295	61	1,906	95,574 00											
	1813	1	2	11	23	13	53	100	270	67	1,490	21,975 38											
	1814	-	-	5	4	4	8	32	91	18	615	2,701 97	2	7	28	48	32	99	212	656	146	4,011	120,251 35
New York,	1812	10	39	87	138	71	305	534	2,225	572	10,907	483,978 60											
	1813	11	47	82	153	84	256	551	1,959	440	11,347	238,892 65											
	1814	27	132	248	454	276	730	1,718	5,662	1,414	35,808	1,135,724 51	48	218	418	749	433	1,295	2,819	9,887	2,434	58,367	1,871,188 53
	1815	-	-	1	4	2	4	16	41	8	305	12,592 77											
New Jersey,	1812	-	-	4	8	6	12	24	96	20	638	15,016 81											
	1813	-	-	3	7	-	8	25	76	13	619	31,171 81	3	17	25	40	28	101	211	781	142	4,637	196,029 46
	1814	3	17	18	25	22	81	162	609	109	3,380	149,840 84											
Delaware,	1813	1	2	10	8	3	50	111	347	34	2,453	35,613 47											
	1814	-	-	3	1	1	11	32	91	20	606	35,299 92	1	2	13	9	4	61	143	438	54	3,059	70,913 39
Pennsylvania,	1812	3	15	27	34	22	97	193	681	90	3,332	154,497 86											
	1813	1	4	28	36	24	76	177	491	51	3,027	77,015 24											
	1814	10	46	98	154	86	317	771	2,199	223	15,567	554,926 45	14	65	153	224	132	490	1,141	3,371	364	21,926	786,439 55
Maryland,	1812	-	-	1	3	2	5	10	40	2	255	12,238 51											
	1813	5	14	100	135	57	430	888	2,573	206	19,161	150,260 12											
	1814	7	38	117	193	79	477	1,095	3,076	227	23,220	433,845 25	12	52	218	331	138	912	1,993	5,689	435	42,636	596,343 88
Dist. Columbia,	1813	1	1	10	10	8	36	93	233	27	1,724	22,156 30											
	1814	1	5	10	13	9	26	60	194	18	1,550	26,348 47	2	6	20	23	17	62	153	427	45	3,274	48,504 77
Virginia,	1812	-	-	-	-	-	17	34	128	14	708	47,796 39											
	1813	4	22	120	214	113	541	1,164	3,955	411	25,577	763,907 89											
	1814	14	99	168	349	194	684	1,944	5,941	720	42,395	1,688,016 86	18	121	291	579	311	1,283	3,268	10,264	1,195	71,254	2,544,697 69
	1815	-	-	3	16	4	41	126	240	50	2,574	44,976 55											
North Carolina,	1812	-	-	2	1	-	9	21	63	7	492	22,298 25											
	1813	4	8	18	11	3	86	206	494	85	4,609	56,995 76											
	1814	-	-	13	24	11	39	139	359	59	3,377	187,179 83	4	8	37	42	18	155	441	1,072	183	10,222	309,626 61
	1815	-	-	4	6	4	21	75	156	32	1,744	43,152 77											

STATEMENT—Continued.

STATE OR TERRITORY.	Period of service.	General officers.	General staff.	Field officers.	Regimental staff.	Non-commissioned staff.	Captains.	Subalterns.	Non-commissioned officers.	Musicians.	Privates.	Pay.	AGGREGATE. General officers.	General staff.	Field officers.	Regim'tal staff.	Non-commissioned staff.	Captains.	Subalterns.	Non-commissioned officers.	Musicians.	Privates.	Pay.
South Carolina,	1812	-	-	3	5	2	15	30	118	8	865	$33,924 53											
	1813	-	-	2	11	4	15	77	185	73	1,415	8,341 03											
	1814	2	15	25	48	22	82	210	719	63	5,629	307,465 77	3	18	35	79	33	128	377	1,195	159	9,178	$398,669 54
	1815	1	3	5	15	5	16	60	173	15	1,269	48,938 21											
Georgia,	1812	-	-	1	4	2	7	13	50	2	299	9,993 62											
	1813	1	28	14	22	15	49	118	417	13	3,243	276,681 07											
	1814	1	19	10	21	10	27	100	253	24	2,336	164,876 59	4	83	41	69	33	124	380	1,081	66	9,158	630,025 40
	1815	2	36	16	22	6	41	149	361	27	3,280	178,474 12											
Kentucky,	1812	6	38	45	72	50	122	233	833	59	6,347	371,228 73											
	1813	9	41	48	75	28	112	260	781	22	5,632	511,052 83											
	1814	-	-	4	8	6	19	43	155	16	1,145	91,194 49	17	94	111	177	101	293	619	2,095	119	15,781	1,136,485 21
	1815	2	15	14	22	17	40	83	326	22	2,657	163,009 16											
Tennessee,	1812	-	-	1	-	-	9	15	3	-	446	31,255 45											
	1813	5	37	48	69	47	142	400	1,093	80	6,974	523,845 64											
	1814	4	50	39	65	41	133	352	997	70	6,987	592,129 19	14	133	133	192	135	394	1,174	3,214	275	22,062	2,045,905 88
	1815	5	46	45	58	47	110	407	1,121	125	7,655	898,675 60											
Ohio,	1812	7	37	68	107	67	201	393	1,196	154	7,905	335,582 87											
	1813	6	16	59	80	52	207	427	1,531	136	8,231	290,192 06											
	1814	-	-	5	11	8	34	79	268	39	1,876	97,437 27	13	53	134	200	131	448	912	3,039	340	18,298	730,483 49
	1815	-	-	2	2	4	6	13	44	11	286	7,271 29											
Louisiana,	1812	-	1	1	1	-	12	28	76	10	421	16,396 75											
	1814	-	-	3	3	2	7	17	58	2	473	36,519 32	9	28	49	81	61	148	336	1,114	33	7,222	330,261 77
	1815	9	27	45	77	59	129	291	980	21	6,328	277,345 70											
Indiana,	1812	1	4	10	7	3	38	73	236	-	1,322	29,177 16											
	1813	-	1	8	3	2	29	59	174	14	1,270	53,246 22	1	5	18	10	5	67	132	410	14	2,592	82,423 38
Mississippi,	1812	-	-	3	4	4	9	26	76	10	519	32,599 78											
	1813	-	-	2	5	2	13	30	66	1	399	17,837 70											
	1814	-	-	8	14	13	25	79	256	11	1,501	143,861 20	-	-	21	32	24	73	193	572	26	3,646	237,645 21
	1815	-	-	8	9	5	26	58	174	4	1,227	43,346 53											
Illinois,	1812	-	2	3	5	3	14	32	90	-	814	32,977 20											
	1813	-	-	2	4	1	12	25	87	-	704	28,168 93	-	3	5	9	4	31	75	229	-	2,001	92,195 08
	1814	-	1	-	-	-	5	18	52	-	483	31,048 95											
Missouri,	1812	-	-	-	-	-	1	2	8	1	32	1,487 24											
	1813	-	3	5	9	4	13	33	83	6	548	22,355 38	-	4	8	14	6	24	67	191	8	1,236	57,129 25
	1814	-	1	3	5	2	10	32	100	1	656	33,286 63											
Michigan,	1812	-	1	5	4	1	9	22	65	1	447	8,527 00											
	1814	-	-	-	-	-	1	2	6	-	34	5,555 96	-	1	5	4	1	10	24	71	1	481	14,082 96
													174	935	1,867	3,083	1,750	6,510	15,385	48,237	6,651	326,011	12,618,967 38

In addition to the sums exhibited in the foregoing statement as paid to militia, the following sums have been advanced for the payment of the services of the militia from the several States named, and the District of Columbia, for which no accounts have been rendered, to wit:

Massachusetts,	$11,000 00	Kentucky,	20,248 00
New York,	8,720 00	Ohio,	3,860 00
Pennsylvania,	3,554 93	Tennessee and Mississippi,	14,070 00
Maryland,	2,012 65	District of Columbia,	9,451 19
Virginia,	38,890 45		
South Carolina,	703 34		$121,510 56
Georgia,	9,000 00		

NOTES.—In preparing this statement from the documents in the Third Auditor's office, it has been adopted, as the most accurate course, to estimate and enter the militia, according to the division, brigade, regimental, or company rolls, where the rolls have been rendered. Thus, in the sheets from which this condensed statement is formed, general officers and commandants of regiments have been entered with their staff, and captains with the subalterns and rank and file of their companies. The maximum number borne on these rolls has been carried into the statement, though that number would be diminished by death, or otherwise, in the course of the service; and hence the pay, as entered for a company or regiment, will not equal the estimated amount due, according to its aggregate numbers, for the given period.

In many instances the services mentioned in the statement to have been rendered in one year, have, in part, been rendered in another; as, for example, the service of a company may have commenced in November, 1813, and terminated in February, 1814, in such cases the rule has been to assign the company to the year in which the greatest length of service was performed.

It appears, in many instances, that the same troops, with slight variation of organization of officers, have performed several tours of duty in the same year. Such cases have most frequently occurred in sections of the country most exposed to the invasion of the enemy; as, for example, in the State of Maryland, the militia on the seaboard were called into service for short tours of duty, from six to ten times in 1813. It was also the case, to a less extent, in the States of New York, Connecticut, Pennsylvania, Virginia, and most of the Western States. In these cases the course could only be to enumerate the militia as often as their service was repeated.

It will be understood that the foregoing statement embraces only the pay of the militia, and the pay, subsistence, and forage of officers, so far as the rolls exhibited the same. The subsistence of the militia, the quartermasters' supplies, the transportation, ordnance stores, and all other expenses incident to their service, form no part of the estimate.

TREASURY DEPARTMENT, THIRD AUDITOR'S OFFICE, *December* 12, 1820.

PETER HAGNER, *Auditor.*

16th CONGRESS.] **No. 203.** [2d SESSION.

LANDS AND BUILDINGS ACQUIRED FOR MILITARY PURPOSES.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, FEBRUARY 1, 1821.

SIR: DEPARTMENT OF WAR, *January* 31, 1821.

In compliance with the resolution of the House of Representatives of the 14th ultimo, directing the Secretary of War to lay before the House "a list of all the lands and buildings which have been purchased by the United States for military purposes, from the 1st day of July, 1800, to the present time; the cost of each site, and of the buildings, as far as practicable, together with the present estimated value; also, indicating those which, in the judgment of the Secretary, may be sold without injury to the public defence," I have the honor to transmit the enclosed list, and a letter from the Third Auditor of the Treasury, which contain all the information in the possession of the Department, required by the resolution.

The inquiry as to "the present estimated value of the lands," the Department has no means of answering satisfactorily; nor does it possess any information to enable it, at present, "to indicate those lands which may be sold without injury to the public defence." But it is believed, when all the sites for fortifications and other military purposes shall have been finally determined upon, that many of the tracts contained in the enclosed list will not be wanted, and may be sold without injury to the public defence; a particular inquiry in relation to which is intended to be instituted in the course of the present year.

I have the honor to be your most obedient servant,

J. C. CALHOUN.

Honorable JOHN W. TAYLOR,
Speaker of the House of Representatives of the United States.

TREASURY DEPARTMENT, THIRD AUDITOR'S OFFICE, *January* 16, 1821.

SIR:

I have the honor to return the "list of the lands which have been purchased by the United States for military purposes," &c. called for by the resolution of the House of Representatives of the 14th ultimo, prepared in your Department, and which you ordered to be transmitted to this office, to have affixed thereto the cost of the buildings erected thereon, in pursuance of said resolution. It is found, on examination, that it is impracticable to furnish that part of the information. No specific account having been kept of the expenditures on account of

the erection of buildings at the different military sites belonging to the United States, resort has been had to the accounts of the several disbursing officers, who it was known had made such expenditures since the year 1812, (those previously settled having been destroyed when the public buildings were burned, in the year 1814.) But it is found that they having made their expenditures for general objects of that description, without specifying the particular building to which the articles purchased have been applied, no probable data is presented by which any information to be relied upon can be furnished, as to the cost of the buildings erected on the lands belonging to the United States.

With great respect, your obedient servant,

PETER HAGNER, *Auditor.*

The Hon. JOHN C. CALHOUN, *Secretary of War.*

List of all the lands which have been purchased by the United States for military purposes, showing from whom purchased, date of conveyance, and consideration given for each site; arranged under the name of the State in which they are severally situated.

Situation and dimensions of each lot or tract.	From whom purchased, or by whom ceded.	Date of conveyance.	Consideration.
MAINE.			
Southwestern part of House island, situated near the entrance of the harbor of Portland, and within the limits of the town, containing 12 acres.	John G. Walden, -	Feb. 9, 1808,	$1,200 00
NEW HAMPSHIRE.			
A lot in New Castle, with the fort and light-house thereon, containing 1¾.	Ceded by the Legislature of the State, - -	June 18, 1807.	
A lot in Portsmouth, containing about 582 square feet,	Ceded by the selectmen of Portsmouth, - -	Aug. 20, 1808.	
VERMONT.			
Lot in Burlington, containing five acres, -	Ebenezer Torry Englesby,	Aug. 4, 1812,	140 00
Two lots in Burlington, containing five acres each,	Isaac Clark, - -	Sept. 3, 1812,	326 00
Lot in Burlington, containing 103 acres, -	Daniel Staniford, - -	Feb. 15, 1813,	1,900 00
Lot in Vergennes, containing nine acres, three rods,	Enoch D. Woodbridge, -	Oct. 8, 1816,	1,000 00
MASSACHUSETTS.			
Lot in Springfield of one acre and a half, -	Nathaniel Patten, - -	June 22, 1795,	400 00
Island, called Castle island, in the harbor of Boston,	Ceded by the Legislature of the State, - - -	June 25, 1798.	
Lot in Springfield of one acre and 136 rods, -	John Ashley, - -	Sept. 19, 1798,	343 00½
Two lots in Springfield, one containing 3¼ acres and 14 rods, the other 30 rods.	Inhabitants of the town of Springfield, - -	Aug. 24, 1801.	300 00
Lot in Springfield, containing 139 perches, -	Jonathan Dwight and others,	Oct. 16, 1807,	300 00
Lot at Spring Point, opposite the entrance of Portland harbor, containing five acres.	Ebenezer Thrasher, -	Feb. 29, 1808,	500 00
Piece of land in Kittery, called "Battery Pasture."	Legislature of the State, -	May 12, 1808.	
Tract on Governor's Island, in the harbor of Boston, containing six acres.	James Winthrop, - -	May 18, 1808,	15,000 00
Lot in Georgetown, containing two acres, -	Joshua Shaw, - -	June 21, 1808,	1,850 00
Lot in Edgcomb, - - - - -	Moses Davis, - -	June 30, 1808,	300 00
Lot in Salisbury, containing one acre, - -	Inhabitants of the town, -	Aug. 9, 1808,	100 00
Lot in Springfield, containing 127 rods, - -	Inhabitants of the town, -	Sept. 2, 1808,	100 00
Tract on the east side of St. George's river, known by the name of "Robinson's Point," containing 2½ acres and 20 rods.	Joseph Robinson, - -	Sept. 22, 1808,	100 00
Lot in Marblehead, containing about 2,300 sq. feet,	Inhabitants of the town, -	Sept. 26, 1808.	
Lot in New Bedford, containing 2½, - -	Killey Eldridge, - -	Sept. 28, 1808,	750 00
Lot in Salem, containing 5,600 square feet, -	Inhabitants of Salem, -	Oct. 1, 1808.	
Lot in Gloucester, containing 2,800 square feet, -	William Pearce, - -	Oct. 15, 1808.	
Two lots in Springfield, supposed to contain 117 rds.	John Ashley, - -	Jan. 10, 1809,	285 25
Lot in Springfield, containing 7 acres and 95 rods,	Geraldo Warner, - -	March 2, 1809,	150 00
Lot in Castine, containing three acres, - -	Joseph Perkins, - -	April 1, 1809,	450 00
Lot in Springfield, containing 15 acres, - -	Daniel Ashley, - -	April 17, 1809,	535 33
Lot in the town of Beverly, on which the United States is to erect a gun-house.	Inhabitants of the town of Beverly, - - -	May 17, 1809.	
Lot in Springfield, containing five acres, -	Jonathan Dwight, - -	June 10, 1809,	153 00
Lot in Machias, of four rods and three-quarters, -	William Sandborn, -	Nov. 16, 1809,	53 16
Lot in Machias, of 224 square rods and 10 links, -	Benjamin Berry, - -	Nov. 16, 1809,	100 25
Lot in Springfield, containing 60 rods. - -	Jacob Bliss, - -	Dec. 20, 1809,	29 50
Lot in Springfield, containing 6 acres 79 rods, -	William Carlisle, - -	Jan. 26, 1811,	200 00
Tract in Springfield, (with certain reservations,) of 18 acres 102 rods.	Trustees of schools in said town, - - -	May 9, 1812,	950 00
Lot in Springfield, with the building thereon, -	Joseph Corew, - -	May 13, 1812,	1,250 00
Lot in Springfield, containing 72 rods, with the buildings thereon.	James Byers, - -	May 13, 1812,	640 00
Lot in Springfield, containing 16 rods, with the dwelling house thereon.	Obed Wright, - - -	May 14, 1812,	280 00
Lot in Springfield, containing 36 rods, with a house and barn.	Josiah Comstock, - -	May 16, 1812,	1,425 00
Tract or lot in Berkshire county, containing 1 acre, with the buildings thereon.	William Allen, - -	May 23, 1812,	800 00

LIST, &c.—Continued.

Situation and dimensions of each lot or tract.	From whom purchased, or by whom ceded.	Date of conveyance.	Consideration.
Lot in Springfield, containing 9 rods 12 feet by 9 rods, with a store-house thereon.	William Wood,	May 26, 1812,	806 00
Lot in Springfield, with the store-house thereon,	E. Cooley,	May 28, 1812,	580 00
Lot in Springfield, with the buildings thereon,	Calvin Barrett,	May 30, 1812,	355 00
Lot in Springfield, containing half an acre, with the dwelling house, &c. thereon.	Lemuel Wheeler,	June 4, 1812,	2,400 00
Tract in Pittsfield, containing seven acres 90 rods,	William Allen, executor, &c.	Oct. 26, 1814,	680 62
Tract on Charles river, about one mile below Watertown, containing 20 acres 3 rods and 39 poles.	Thomas Learned,	Sept. 23, 1816,	2,095 38
Tract or lot in Springfield, containing 8¾ acres,	George Blake,	June 5, 1817,	3,300 00
Lot in Springfield,	Jacob Bliss,	Sept. 30, 1817,	175 00
Lot in Springfield, containing 80 square rods,	John Ashley,	May 27, 1819,	200 00
RHODE ISLAND.			
Tract on Brenton's Point, Newport county, containing 3¼ acres 30 rods.	Susannah & Sarah Mumford,	Oct. 3, 1799,	687 50
Tract in Jamestown, Newport county, containing 6¼ acres 5 perches.	Ebenezer Shearman,	Nov. 26, 1799,	600 00
Tract on Brenton's Point, containing 10 acres,	Susannah & Sarah Mumford,	Oct. 30, 1808,	2,000 00
Tract on Brenton's Point, containing 3 acres,	Elisha Brown,	Nov. 15, 1808,	600 00
CONNECTICUT.			
Lot in New London, containing 11½ acres,	Samuel Mather and others,	Jan. 7, 1805,	3,000 00
Tract on the east side of New Haven harbor, known by the name of King's Island, with a strip of land for a highway, two rods wide.	Kneeland Townsend,	April 27, 1809,	275 00
Tract in East Haven, adjoining the harbor, containing ½ acre.	Trueman Colt,	May 3, 1809,	125 00
Tract in East Haven, adjoining the harbor, containing ½ acre.	Philemon Auger,	May 21, 1809,	30 00
Lot in Stonington, containing 6 square rods,	Robert Palmer,	Dec. 21, 1809,	50 00
Lot in Groton, in and about Fort Griswold, containing 1 acre 74 rods.	William F. Brainard,	Sept. 16, 1812,	93 83
NEW YORK.			
Lot in the city of New York, containing in breadth, on Whitehall and State streets, 40 feet.	James W. Lent,	Sept. 23, 1807,	6,025 00
Water lot on Hudson or North river, in the 5th ward of the city of New York.	Mayor, aldermen, and commonalty of the city of New York,	Nov. 16, 1807.	
Lot of ground and a water lot on Hudson river, in 1st ward of the city of New York.	Same,	Nov. 17, 1807.	
Tract adjoining the city of New York, containing 2 acres 1 rod, and 3,090 square feet.	Same,	Nov. 17, 1807.	
Ellis, or Oyster Island,	Legislature of the State,	April 2, 1808.	
Lot in the port of Sag Harbor,	Thomas S. Lester,	May 16, 1810,	150 00
Lot near the port of Sag Harbor, 10 feet square,	Henry P. Dering,	Nov. 11, 1811,	30 00
Tract in Greenbush, on the east side of Hudson, containing 261 3/10 acres.	Henry Ward and others,	May 22, 1812,	9,000 00
Lot and dock in the 8th ward of the city of New York, containing 100 by 200 feet.	John Jacob Astor,	July 2, 1812,	10,000 00
Lot of ground containing 110 by 40 feet, and two water lots in the town of Greenbush.	William Taber,	Sept. 5, 1812,	1,400 00
Lot in Greenbush,	James Russel and others,	Sept. 16, 1812,	550 00
Parcel of land covered with water, in the town of New Utrecht, on the easterly side of the Narrows, at the entrance of New York bay, under a reef, commonly called Hendrick's reef, containing 30 acres 2 rods and 30 perches.	The State of New York, by commissioners and others,	Nov. 6, 1812.	
Lot in Sackett's Harbor,	Samuel F. Hooker,	July 1, 1813,	1,600 00
Lot in the town of Watervliet, containing 1 acre, 14 perches; together with all the land under water, lying opposite and east of said premises; also one other lot containing 11¾ acres.	James Gibbons,	July 14, 1813,	2,585 00
Tract in Greenbush, containing 361 3/10 acres,	Stephen Van Rensselaer,	Sept. 4, 1813,	1,250 00
Four lots in the town of Rome, on the canal,	Dominick Lynch,	March 1, 1814,	800 00
Tract in the town of New Utrecht, on Long Island, containing 60 acres 1 rod and 6 perches.	Mayor, aldermen, and commonalty of the city of New York,	May 30, 1814,	*18,750 00
Lot in Sackett's Harbor,	Edward Lee,	Dec. 1, 1814,	400 00
Tract in the town of Plattsburgh, containing 200 acs.	Pliny Moore and Levi Platt,	Dec. 30, 1814,	20,500 00
Lot near Sackett's Harbor,	Cornelius Ray and others,	April 3, 1815,	120 00
Lot in Brownville, containing 55 perches,	Jacob Brown,	July 11, 1815,	975 19
Three lots in the town of Rome,	Dominick Lynch,	Oct. 9, 1815,	850 00
Two lots in Sackett's Harbor,	Edmund Luff,	May 4, 1816,	1,400 00
Six lots in the town of Rome,	Dominick Lynch,	July 4, 1816,	1,600 00
Tract near Sackett's Harbor, containing 22 acres,	Thomas L. Ogden,	Oct. 5, 1816,	3,000 00
Lot or piece of land near Sackett's Harbor, containing 10 acres.	Thomas L. Ogden,	March 28, 1817,	1,000 00
Six lots on Rouse's Point, Clinton county,	People of New York, by the governor, D. Clinton,	Oct. 17, 1817,	21,292 00

* This land was given by the corporation in exchange for certain lots held by the United States in the city.

LIST—Continued.

Situation and dimensions of each lot or tract.	From whom purchased, or by whom ceded.	Date of conveyance.	Consideration.
Tract in Champlain, containing 9 acres 3 rods 5 poles,	John Warford, - -	Nov. 18, 1817,	500 00
A small island near Rouse's Point, on Lake Champlain, called Island Point; and land under water in said lake, opposite to the six lots above conveyed, October 17, 1817, by the people of New York.	People of New York, by the governor, D. Clinton, -	May 16, 1818.	
NEW JERSEY.			
Tract called Billingsport, containing 96 acres, -	Margaret, Paul, and Benjamin Weatherby, -	July 5, 1796,	1,600 00
Tract in the township of Westfield, containing 45 acs.	Eder Vermeule, - -	Oct. 2, 1799,	2,250 00
Tract in the township of Westfield, containing 43 acs.	Cornelius Vermeule, -	Oct. 2, 1799,	2,200 00
Tract in the township of Bergen, containing 5 acres,	John B. Coles, - -	June 23, 1812,	2,100 00
Tract called Sandy Hook, - - -	Richard Hartshorn, -	June 17, 1817,	20,000 00
PENNSYLVANIA.			
Eight lots in Pittsburgh, numbered 55, 56, 57, 58, and 91, 92, 93, 94, containing in breadth, together, 440 by 410 feet.	John Penn, the elder, and John Penn, the younger, by Ant. Butler, their attorney,	April 15, 1794,	*320 00
Tract in Philadelphia county, containing 8¼ acres and 16 perches.	Elizabeth Sober, - -	July 6, 1799,	2,293 33
Tract in Carlisle, containing 27 acres, 108 perches,	John and Richard Penn, by their att'ry Edm. Physick,	Jan. 30, 1801,	664 20
Tract containing 6¾ acres 25 perches, on State Island, with the "Lazaretto" and other buildings thereon.	Board of health of Philadelphia, - - -	August 5, 1808,	5,000 00
Tract on the east side of the Alleghany river, in Pitt township, containing 30 acres.	William B. Foster, -	April 9, 1814,	12,000 00
Tract in the county of Philadelphia, containing 20 acres 34 perches.	Frederick Frailey, - -	March 27, 1816,	7,680 75
Lot in Waterford, - - - -	P. S. V. Hainot, - -	April 17, 1818,	1,200 00
DELAWARE.			
Lot in Burlington, containing 1 acre, - -	Peter Baudry, - -	August 3, 1809,	250 00
Island in the Delaware, called the "*Pea Patch.*"			
MARYLAND.			
Tract in Prince George's county, on Potomac river, containing 3 acres 127 perches.	Thomas A. Digges, -	April 15, 1808,	6,000 00
Tract on the north side of Severn Island, near Annapolis, containing 3¼ acres.	David Kerr, - -	July 16, 1808,	750 00
Parcel of land, commonly called Windmill point, containing 7 acres, in Annapolis.	Henry M. Ridgely, -	Nov. 14, 1808,	1,800 00
Parcel of land in Annapolis, containing 1⅜ acres, -	Corporation of Annapolis, -	Dec. 12, 1808.	
Lot in Baltimore county, near the city of Baltimore, containing 2¾ acres.	William Lorman, - -	April 23, 1814,	1,375 00
Tract on Potomac, adjoining Fort Washington, containing 9 acres 23 perches.	William Dudley Digges, and Thomas Atwood Digges, -	Aug. 31, 1815,	8,461 00
Tract near the head of Potomac canal, above Georgetown, containing 4 acres.	Thomas A. Brooke, -	Sept. 9, 1815,	1,000 00
Tract in Baltimore county, containing 14 acres 147 square perches.	James Smith, - -	Feb. 25, 1819,	895 12½
VIRGINIA.			
Island in the Potomac, opposite Harper's Ferry, containing 20 acres; also, a tract called the Harper's Ferry tract.	John Wager and others, -	June 15, 1796,	7,016 66⅔
Tract near Harper's Ferry, containing 310 acres, -	Tho. Rutherford and others,	Feb. 20, 1797,	10,000 00
Iron ore in a certain tract on the river Potomac, near Keeptryst furnace, containing about 1,600 acres, in which is a bank of iron ore.	Henry Lee, - -	May 8, 1800,	24,000 00
Tract in Berkley county, near Keeptryst furnace, with the buildings and improvements thereon, containing 4 acres 50 rods.	William Wilson, John Potts, and George North, -	June 1, 1800,	10 00
Tract in Berkley county, called the Furnace tract, containing 221 acres, with all the buildings and improvements, including the furnace and mills, with the right of digging ore from Friend's ore bank.	William Wilson, John Potts, and George North, -	June 20, 1800,	49,000 00
Tract on James river, (part of a tract called Hood's,) containing 10 acres.	Sarah Peter, and Elizabeth Horsburgh, - -	April 5, 1808,	1,000 00
Piece of land on Ferry Point, containing 136 square poles and 50 links.	William Thompson, -	Sept. 21, 1808,	1,500 00
A spot of land, 30 feet square, on the above mentioned tract called Hood's, which had been reserved for a grave yard.	James Henderson and James Freeland, - -	Oct. 16, 1812,	285 00
Right of cutting wood and timber from a tract of land containing 1,300 acres 2 rods and 20 perches.	Ferdinando Fairfax and others, - - -	Aug. 20, 1813,	20,860 62
Tract on James river, Chesterfield county, containing 27½ acres.	William Trabue and Mary Reddy, - -	Sept. 21, 1815,	4,310 00
Island in Norfolk county, called Craney Island, with all the buildings, &c.	George D. Wise, and others,	May 5, 1817,	12,550 00

* These lots were authorized by act of August 2, 1813, to be sold, and numbers 91, 92, 93, and 94, were sold accordingly in September, 1815, for $26,880.

LIST—Continued.

Situation and dimensions of each lot or tract.	From whom purchased, or by whom ceded.	Date of conveyance.	Consideration.
NORTH CAROLINA.			
Island near Ocracock Inlet, known by the name of Beacon Island.	John G. Blount and John Wallace, - -	Sept. 9, 1799,	1,000 00
Two lots in the town of Smithville, near Wilmington, containing 21,780 feet square each, with the houses, improvements, &c.	Benjamin Smith, - -	Jan. 1, 1800,	410 00
Tract in the county of Carteret, on the west side and adjoining Old Topsail Inlet, containing 5 acres.	Legislature, by an act passed	Dec. 17, 1807.	
Tract on the west side of Old Topsail Inlet, containing 6 acres and 118 square perches.	Jonas Small and Joseph Davis, - - - -	May 1, 1810,	200 00
SOUTH CAROLINA.			
Tract in Fairfield district, on Catawba river, containing 523 acres.	Thomas Sumter, - -	Nov. 12, 1802,	200 00
Sullivan's island, with the forts, fortifications, &c. thereon, containing 5 acres.			
High lands and part of the marsh belonging to Fort Johnson, including the site of Fort Johnson, containing 20 acres.			
Land on which Fort Pinkney is built, and around the same, containing 3 acres.			
Sand bank on the southeasternmost point of Charleston, containing 2 acres.	All conveyed by the Legislature of the State, -	Dec. 19, 1805.	
Small island in Beaufort river, called Mustard island.			
Tract on St. Helena island, opposite Mustard island, containing 7 acres.			
Tract on Dr. Blythe's point, at the mouth of Sampit river, on which Fort Winyaw is erected, containing 7 acres.	Joseph Blythe, - -	April 21, 1812,	7,000 00
GEORGIA.			
Wharf lot, situated at New Deptford, on Savannah river, whereon Mud Fort stood.	Nicholas Turnbull, -	May 16, 1808,	800 00
Lots or parcels of land in Savannah, containing in the whole 420 by 110 feet.	John C. Lucena, - -	Jan. 1, 1809,	1,500 00
Lots in Savannah, containing 273 by 75 feet, -	Edwin H. Bolton, - -	Jan. 24, 1810,	2,333 00
Half a lot in Savannah, containing 275 by 75 feet, -	Francis Wells, - -	Jan. 30, 1810,	600 00
Half a lot in Savannah, containing 275 by 75 feet, -	Sarah Telfair and others, -	May 7, 1811,	600 00
Tract on Savannah river, adjoining Campbell's ferry, containing $40\frac{8}{10}$ acres.	George Pearson, - -	Dec. 9, 1816,	2,500 00
Tract called Point Peter, at the mouth of St. Mary's river, containing 720 acres.	Samuel Breck, - -	Jan. 10, 1818,	6,000 00
KENTUCKY.			
Lot in the town of Newport, containing 5 acres 6 square poles.	Trustees of the town, -	July 8, 1803,	1 00
In-lot No. 34, in the town of Newport, - -	Trustees of the town, -	Feb. 11, 1806,	47 00
In-lot No. 3, in the town of Newport, - -	David Morton, - -	Feb. 14, 1806,	138 00
TENNESSEE.			
Lot in the town of Knoxville, containing 53 poles and $\frac{34}{000}$.	David Henley, - -	Nov. 13, 1815,	33 03
LOUISIANA.			
Tract about 7 leagues from New Orleans, containing 6 acres and 8 fathoms front (French measure,) by 40 in depth.	John Baptiste Fournier, -	May 13, 1807,	1,800 00
Tract at Baton Rouge, containing 200 arpents, -	Furgus Duplantier, -	May 29, 1819,	13,500 00
INDIANA.			
Tract, containing 100 arpents, in Knox county, on the Wabash.	Touissant Dubois, -	Nov. 7, 1803,	126 00
MISSISSIPPI.			
Tract, containing 46 acres, on Catherine's creek.			
Tract on Catherine's creek, containing $5\frac{3}{4}$ acres, -	Randal Gibson, - -	March 1, 1810,	115 00
MISSOURI.			
Tract on the Missouri, at a place known by the name of Belle Fontaine, containing 5 acres.	William Massey, - -	April 20, 1806,	250 00
Tract at Belle Fontaine, supposed to contain 500 French acres.*	William Massey, - -	July 29, 1806,	2,500 00

* This tract was purchased by General Wilkinson, and conveyed to him in the first instance: but subsequently conveyed by him to the United States, by deed dated in March, 1809.

LIST—Continued.

Situation and dimensions of each tract or lot.	From whom purchased, or by whom ceded.	Date of conveyance.	Consideration.
MICHIGAN TERRITORY.			
Lot, with the buildings thereon, in Detroit, -	James May, - -	May 2, 1808,	1,866 66⅔
Lot in Detroit, containing 60,000 square feet, -	Elijah Brush, by A. Greely, attorney, - -	Nov. 15, 1811,	500 00
Lot, with the buildings and improvements, in Detroit, containing 5,000 square feet.	Benjamin Woodworth, -	Jan. 10, 1817,	100 00

Recapitulation, showing the aggregate amount of the cost of the lands purchased in each State.

Maine, - - - - -	$1,200 00
Vermont, - - - - -	3,366 00
Massachusetts, - - - -	37,730 82
Rhode Island, - - - -	3,887 50
Connecticut, - - - -	3,573 83
New York, - - - -	103,777 19
New Jersey, - - - -	28,150 00
Pennsylvania, - - - -	29,158 28
Delaware, - - - - -	250 00
Maryland, - - - - -	20,281 12½
Virginia, - - - - -	123,532 28⅔
North Carolina, - - - -	1,610 00
South Carolina, - - - -	7,200 00
Georgia, - - - - -	14,333 00
Kentucky, - - - - -	181 00
Tennessee, - - - - -	33 03
Louisiana, - - - - -	15,300 00
Indiana, - - - - -	126 00
Mississippi, - - - -	115 00
Missouri, - - - - -	2,750 00
Michigan Territory, - - -	2,466 00
Total amount,	$398,895 72

16th Congress.] No. 204. [2d Session.

LOANS OF GUNPOWDER AND LEAD.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, FEBRUARY 7, 1821.

Mr. Forrest made the following report:

The committee appointed by a resolution of the 4th of December last, to inquire "by whom and by what authority the loans of powder and lead munitions of the United States were made by the Ordnance Department, as detailed in the report made to the House of Representatives, by the Secretary of War, on the 20th of February, 1820," having had the subject referred to them under consideration, beg leave, in compliance with the direction of said resolution, to report:

That on application made to Lieutenant Colonel Bomford, of the Ordnance Department, a loan of twenty-three tons two quarters and ten pounds of lead, belonging to the Government of the United States, was made on the 16th of March, 1815, by the direction of that officer, from the public depot, to George W. Murray, who, it appears, was the proprietor of a white lead manufactory in the city of New York. This loan, which is represented to have been induced on the part of Colonel Bomford by the wish of aiding the public interest, by diminishing the price of white lead, "and at the same time by benefiting an important branch of manufacture," was for six months, with the election to the borrower, at the end of the term, of returning a similar quantity, or of paying for it at the current price for which the article should be then selling. At the expiration of the period agreed upon, Murray, having been called on by Captain Tyler, of the ordnance corps, for the fulfilment of his engagement, solicited Colonel Bomford for an extension of the time for repayment, which was granted by his direction; but neither the terms nor the time of this extension have been made to appear to the committee.

On the 25th of October following another loan of lead, amounting to twenty-eight tons four hundred three quarters and four pounds, it appears, was made to the same George W. Murray, upon no other authority, as the committee can discover, than that of Captain Tyler, who neglected to report the transaction to the head of the Ordnance Department, who remained ignorant of the fact until the month of November, 1819, when Captain Tyler (who has been dismissed the service) was superseded in his command at New York by another officer. Neither the inducements of this loan nor its terms have been discovered by the committee. They understand, however, that it is alleged by Murray to have been a private transaction between Captain Tyler and himself, and that he is not accountable to the United States for the property received. As respects the measures which have been taken

to recover the value of the property thus loaned, the committee are not informed that any prosecution or other legal measures have been resorted to by the Ordnance Department for the reclamation of the property, notwithstanding more than five years have elapsed since the liability of Murray arose; and, from the information they have obtained, they are inclined to believe that his pecuniary circumstances are now such as to preclude the expectation of obtaining, by legal process, any indemnity from him for the loss of property which has been sustained by these transactions.

On the 25th day of May, 1815, a loan of six hundred barrels of musket powder, containing sixty thousand pounds, was made to Stull & Williams, of Georgetown, District of Columbia, on their application to Lieutenant Colonel Bomford, as appears by the letter of the Secretary of War to the House of Representatives, under date of February 28, 1820. This loan was made under an agreement that a similar quantity of powder should be returned by the borrowers within sixty days after a requisition should be made upon them by the Government; for the performance of which agreement one Daniel Bussard became security. On the 23d of June following, less than thirty days after making the loan, the original agreement appears to have been converted into a sale by the parties concerned in the transaction, and a draught was given by John S. Williams, one of the firm of Stull & Williams, on his partner, John J. Stull, and in favor of John C. Williams, by whom it was endorsed for $21,600, being the value of the powder loaned, estimated at thirty-six cents a pound, payable ninety days after date. This draught was duly accepted by the drawer, but when it became due was protested for non-payment; soon after which, as appears to the committee, some verbal arrangement was entered into between the parties, in consequence of which the transaction was made to reassume its original character of a loan; under which new agreement two hundred barrels of cannon powder were returned to the Ordnance Department. The residue of the six hundred barrels of powder loaned not being returned or paid for, and Stull & Williams, the borrowers, having become insolvent, and some doubts being entertained as to the liability of Daniel Bussard, their original security, in consequence of the changed character of the transaction, a new agreement was entered into between him and Colonel Wadsworth, of the Ordnance Department, with the approbation and consent of the Secretary of War, on the 1st day of August, 1818, by which agreement the term of three years from the date was allowed to the said Daniel Bussard to return to the United States the balance of the powder not repaid by Stull & Williams, amounting to thirty-nine thousand five hundred and seventy-two pounds, one-fourth of which was to be of a quality suitable for small arms, and the remaining three-fourths of a quality suitable for cannon. In the same agreement there was another provision for the advance by the United States of $10,000 to the said Bussard, "to enable him to erect works on Paint creek suitable for manufacturing gunpowder;" for which advance he was to deliver to the United States, within three years from the date, forty thousand pounds of powder, to be in the proportions for small arms and cannon as before stated. This advance of $10,000, which "was taken from the funds appropriated for the ordnance service," was to have been secured by Daniel Bussard by a conveyance, in trust, of real estate. Since the arrangement was entered into, D. Bussard, as the committee have been informed, has delivered one hundred and eighty-seven barrels of powder, containing eighteen thousand seven hundred pounds, on account of the original loan to Stull & Williams.

The loans of powder which were made in June, July, and August, 1817, to Messrs. Dupont de Nemours & Co., of Wilmington, in the State of Delaware, and which amounted in the whole to three thousand five hundred and twenty-eight barrels, containing three hundred and fifty-two thousand nine hundred and two pounds, appear to have been made from different depots, by the order of Lieutenant Colonel Bomford, either with the consent or by the direction of George Graham, who was then acting Secretary of War. Part of these loans were made with conditions that the borrowers should return the quantity of powder loaned in sixty days after required; but the greater part was to be returned at the rate of twenty thousand pounds per month, commencing sixty days after previous notice should have been given by the Ordnance Department of its being required. The motives which are represented to the committee as having induced the War or Ordnance Department to make the loan were, the bad quality and deteriorating character of the property loaned, and the desire of aiding a domestic manufacture of great national importance. Of the quantity thus loaned, between three and four hundred barrels, as it appears by the communication of the Secretary of War of February 18, 1820, had been returned previous to that time; and of the remainder, forty-two thousand four hundred pounds have been received by the United States subsequent to that period; leaving now outstanding a quantity exceeding two hundred and seventy thousand pounds.

The committee do not understand that any measures are now taking for enforcing the repayment of this property; but they are informed that the borrowers are considered of sufficient responsibility, and that no apprehension is entertained of their ability to comply with any requisition which shall be made upon them for the fulfilment of their engagements.

The loan of fifty thousand pounds of powder to Peter Baudry, on the 21st of December, 1817, seems to have been made by the same persons, under similar circumstances, and from like motives, as the preceding loans to Dupont de Nemours & Co. For the security of this loan, Messrs. J. P. & V. M. Garesche became obligated with Baudry in a bond. No part of the property loaned appears to have been returned; and, as the principal has absconded to the Havana, and the sureties have become insolvent, there is little probability that any thing can be collected on the bond. No legal proceedings were ever instituted by the Ordnance Department, as the committee understand, to enforce the payment of the debt; nor are they apprized at what time a requisition was made on Baudry for the return of the property. The original receipt and bond of surety have been subsequently (on the 5th of January, 1820,) placed in the Treasury Department, where they now remain.

In addition to the preceding loans, the committee, since its appointment, accidentally has discovered that other loans of powder have been made by officers of the Ordnance Department, which were not communicated to the House in the report of the Secretary of War of the 18th of February last. One of these loans (of four hundred barrels) was made to Israel Whelan, of Philadelphia, by Captain Joseph H. Rees, and seems to have been reported to the head of the Ordnance Department in April, 1817. What the circumstances of the loans were, or whether the property has ever been returned, the committee is not advised.

Another loan of four hundred barrels of powder was made from the United States' arsenal on the Schuylkill, some time in May, 1817, to John R. Mifflin, of Philadelphia. This loan appears to have been negotiated by Captain J. H. Rees, who directed the military storekeeper, Archibald Steele, to deliver the property to J. R. Mifflin, upon his depositing his bond for the faithful return of the same, with two sufficient sureties. Owing to some misunderstanding, not properly accounted for to the committee, the military storekeeper declined receiving the bonds, but delivered the property, taking duplicate receipts therefor from J. R. Mifflin. Captain Rees, as he states, supposing, for some reason not very well explained, that the storekeeper had not delivered the property, omitted to make any inquiry into the fact, and remained, as he represents, for two years ignorant that the property had been delivered; and when afterwards he discovered accidentally that the military storekeeper had issued the powder on his order, he considered that it had been done on the responsibility of the storekeeper, and that it was not his duty to make any report of the fact to the commanding officer of the Ordnance Department, who, in consequence, remained ignorant of the transaction until within a very few days. What is the present situation of the borrower, the com-

mittee is not advised; but, judging by the length of time which has elapsed since the property was delivered, and the general appearance of the transaction, it is most probable that there is little or no chance of obtaining indemnity from J. R. Mifflin.

The committee having thus, in obedience to the resolution of the House, reported, so far as they have been able to ascertain, "by whom the loans were made," in compliance with that part of the resolution, which requires them to state "by what authority they were made," beg leave further to suggest: That they are ignorant of any law authorising officers of any department of the Government to loan, at their discretion, the property of the United States. To suppose this discretion to be incident to the nature of the trust reposed in them would be, in the opinion of the committee, a very dangerous doctrine, productive of consequences alarmingly injurious to the public interest. If the principle should be once established, it is inevitable that frequent and great abuses will flow from it, particularly when it is considered that the discretion is undefined as to persons, and unlimited as to extent. The most irresponsible may be, and indeed often are, charged with the care of public property of great amount. If the possible right of their disposing of it to individuals shall be admitted, innumerable frauds will result, which in many cases it would be difficult to detect, and almost in every one impossible to remedy.

The Ordnance Department is entrusted with property to the value of several millions of dollars. Should the right of loaning this property be recognized, even in the superior officers of the Department, it is obvious, that great losses might ensue, notwithstanding the most faithful and vigilant conduct. But still greater will be the danger, and more prejudicial must appear the consequences of this recognition, when it is considered that, as the discretion assumed is not conferred by any law, every subordinate officer of the Department, charged with the care of public property, possesses precisely the same right to exercise it as his superior. But this discretion, if it exists at all, is not confined to the Ordnance Department alone. Every officer of the Government, whether civil, military, or naval, who may happen to have in his charge or possession public property of any character or description whatever, may, under a real or affected view of expediency, dispose of it at his pleasure, and when the disposition shall have been made, plausible excuses will never be wanting to screen the persons who shall make it from the charge of a wanton violation of duty. The circumstances of the transactions detailed by the committee, perhaps, will more strikingly illustrate the correctness of the position they have taken than any argument which they can urge. The first loans of lead and powder appear to have been made by the order of a superior officer of the Department, and so far as the facts have been disclosed, from no improper motive. But no sooner is the right of loaning public property admitted to exist, than it is exercised by subordinate officers of the Department, without the concurrence, and, as it is represented, without the knowledge of their superiors. The loan of four hundred barrels of powder to J. R. Mifflin, by Captain Rees, is wholly disclaimed by the Department, as is also the second loan of twenty-eight tons of lead, by Captain Tyler. Yet both of these officers were probably induced to make these loans, by the circumstance of their having been previously directed to make similar loans to other persons. Another evil likely to arise, and which also is illustrated by the facts previously detailed, is, that when the power of officers to make loans of public property is once admitted, it cannot be confined to the loaning of powder or lead only, but may be extended even to the money of the Government. It appears from the statement furnished to the committee, that, in order to extricate the United States from the loss which seemed probable might result from the loan of powder to Stull & Williams, it was deemed advisable to make an advance or loan of ten thousand dollars to Daniel Bussard, their surety, for the purpose of inducing him to confirm his original liability to indemnify the Government. This advance was to be repaid at the expiration of three years, without interest, in powder, which it appears by the fact of the loans of that article, which had been previously made, and are still outstanding, was not required by the public service. Whether this arrangement, had it been entered into between individuals, would have been "the most eligible that could have been made in the circumstances" the committee do not feel that it is necessary to inquire, nor do they intend to express an opinion, but that it resulted from "a desire on the part of the agents of the Government to obtain the best security the nature of the case would admit."

But, in the opinion of the committee, this advance of money, like the transaction which it was intended to remedy, was not justified by any existing law, nor can it be considered as coming within the official discretion of those agents of the Government by whom it was made. The transaction, although it assumes the appellation of an advance, cannot be viewed by the committee in any other light than as a loan of so much public money to an individual, and as such, is subject to all the objections which may be made against the original loan of the powder, without affording the colorable excuse, that it was of an article "subject to constant deterioration." To admit that the large discretion assumed in this instance, of taking money from the public funds, to enable an individual to erect a powder manufactory, can be legitimately exercised by any Department of the Government, without a law authorizing the measure, in the opinion of the committee would be to impugn, if not utterly to defeat, that most salutary provision of the constitution, that "no money shall be drawn from the Treasury but in consequence of appropriations made by law." The multiplication of barriers against the dissipation of public funds, "by appropriating specific sums to every specific purpose, susceptible of definition," and "by disallowing all applications of money, varying from the appropriations in object or transcending it in amount," has long been a favorite theory, professed by the rulers, and cherished by the people of this country; and, although in practice it has been found difficult, and, perhaps, impossible, in all cases, to restrain the discretionary powers over public money within these circumscribed but salutary limits, yet, every departure from them into the undefined field of discretion, however imperious the apparent necessity, as it tends to lessen public security, by depriving a portion of the Government of its constitutional powers, affords a just subject, if not for apprehension, at least for regret.

Had the conditions of this advance to Daniel Bussard been, that he should have returned the money with interest, after one year, no doubt could be entertained of its illegality, and the committee think the circumstance, that the money was not to be repaid until the expiration of three years, and then without interest, and in an article not required by the public service, and at a price beyond its real value, cannot so far change the character of the transaction as to give it the stamp of legality. Advances of money by officers of Government, on contracts, are generally inexpedient, and not unfrequently productive of serious losses to the public, even in those cases where the advances seem to be incidents of the contracts; much more injurious must they be in cases like the present, where the contract appears to be a mere incident of the advance.

The character of this assumption of power derives no justification from the circumstance that it was intended to relieve the Government of a loss likely to result from a previous illegal transaction. The principle of confining officers of every department within the pale of their legitimate authority is, in the opinion of the committee, infinitely more important to preserve, than a sum of much greater amount than that which was supposed to be jeopardized in this case.

The committee, taking the view of the subject which they have now presented, and considering all the loans, whether powder, lead, or money, as extra official on the part of those persons by whom they were made, and not sanctioned by the Government, have not deemed it important to inquire very particularly into the motives which, in every instance, may have induced the transactions; nor into the profit or loss which might, in each particular

case, seem probable to result therefrom; more especially as it is far from their design of imputing improper or unworthy intentions to any officer who has been concerned. On the contrary, they are willing to believe that their conduct, in every instance, proceeded from a disposition of aiding the public interest, and a mistaken estimate of their own power.

In reply to that part of the resolution which directs the committee to inquire and report "how far and to whom the responsibility is attached, if a loss should be sustained," they can only observe, that if the views of the character of these loans which they have previously taken are correct, it will follow, as a necessary consequence, that the persons by whom they were made, are those to whom the Government must resort for an indemnity against any loss which has or may result. As to "the proper mode of proceeding, forthwith, against such delinquent, or delinquents," the committee, feeling some doubts whether the recommendation by the House of a legal prosecution, in such a case, might not be considered as trenching upon the powers of another Department, whose prerogative it is to supervise the conduct of inferior officers, and "to take care that the laws be faithfully executed," have not deemed it advisable to recommend the adoption of any resolution; but have contented themselves with submitting the facts contained in this report, together with their views upon them, leaving it to the discretion of the House to direct such further proceedings as it may consider necessary or expedient.

SIR: ORDNANCE DEPARTMENT, *December* 14, 1820.

In answer to the inquiries made by the committee of the House of Representatives, on the 10th instant, respecting the loans of powder and lead, I beg leave, in obedience to your orders, respectfully to state:

First. That the application for the loan of lead to Mr. George W. Murray, was not made by Captain Tyler, but by Mr. Murray personally, as will appear from a copy of a letter to Captain Tyler, herewith transmitted, bearing date the 25th February, 1815; from an extract from a second letter to him of the 6th March following; also, from Mr. Murray's letter of 25th September, same year, soliciting an extension of the time for returning the lead, and from my reply thereto, (addressed to Captain Tyler,) dated 9th October, 1815; all of which are contained in the paper marked A.

Secondly. That forty-two thousand four hundred pounds of powder have been returned by Messrs. Dupont de Nemours & Company, since the 12th February last.

Thirdly. That a copy of the receipt and bond given by Mr. Baudry is, as requested, herewith furnished in the paper marked B. That no part of said loan has been returned, and that the original receipt and bond of surety were placed in the hands of the Treasury Department on the 5th January last, in order that the same might be proceeded on for the recovery of the property.

Fourthly. That one hundred and eighty-seven barrels of powder, weighing eighteen thousand seven hundred pounds, have been received from Mr. Daniel Bussard, since the 12th February last, on account of the original loan to Stull & Williams.

I have the honor, &c.

GEORGE BOMFORD, *Lt. Colonel of Ordnance.*

The Honorable J. C. CALHOUN, *Department of War.*

A.

SIR: ORDNANCE DEPARTMENT, WASHINGTON, *February* 25, 1815.

We wish to be informed of the quantity of pig lead at your station. Mr. G. Murray, of New York, wishes a loan of about twenty-five tons, which Colonel Bomford is desirous of accommodating him with. He is, on a given time, to pay the current price at the time of delivery to him, or to return a similar quantity, at his option.

Respectfully, I am, sir, your obedient servant,

JOHN MORTON, *Deputy Commissary.*

Captain E. TYLER, New York.

Extract from letter of Captain E. Tyler, of ordnance, dated March 6, 1815.

Your letter of 28th February is received. Colonel Bomford states that Captain Campbell, in the changed state of affairs, will not require so large a supply of lead as on his application to you.* You can therefore furnish Mr. Murray with from twenty to twenty-three tons, on the conditions stated in my former letter respecting his application.

JOHN MORTON, *Deputy Commissary of Ordnance.*

Extract of a letter from G. W. Murray, dated New York, September 25, 1815, *to Colonel Bomford.*

A few days since, Captain Tyler called upon me to put me in mind that the time had come round for my decision whether I would return or keep the lead which you had so obligingly lent me.

I have stated to Captain Tyler that it is my intention to take the lead at the then current price, which he will be able to inform you was eleven dollars per cwt. sixty days credit.

The very heavy expense, and the unexpected delay which I have experienced in the completion of my white lead works, by the erection of a steam engine, have prevented me until within a few days from putting them in operation, by which causes the friendly intention of affording me a facility in my manufacturing establishment has been defeated; the whole quantity of lead having remained useless the greater part of the time. These unlooked for delays induce me to ask of you further indulgence by proposing to give my bond, or note, for the amount, payable in six months, as I presume it can be matter of little moment to the Government whether they receive this small sum in two or six months, provided the interest is paid; and I shall, in the event of your compliance, with pleasure add four months' interest, at six per cent. per annum, to the principal.

G. W. MURRAY.

* Captain Campbell, of the ordnance, who on the peace establishment would not require the supply.

Extract of a letter from the Ordnance Department, to Captain E. Tyler, dated October 9, 1815.

Respecting Mr. Murray's application for a further extension of the time for returning the lead borrowed of this department, Colonel Bomford directs me to observe that, if you are actually in want of the lead, it must be returned or paid for at the highest current prices. If you are not in actual want of it, you may allow him a further time to return it.

JOHN MORTON, *Deputy Commissary.*

DECEMBER 13, 1820.

I certify the foregoing to be true copies from the originals, on record in the Ordnance Office.

JOHN MORTON, *Captain of Ordnance.*

SIR: UNITED STATES' ARSENAL, NEW YORK, *November* 19, 1819.

With the public papers left me by Captain Tyler, there are two receipts of George W. Murray; one for 23 tons 2 quarters and 10 pounds, the other for 28 tons 4 hundred 3 quarters and 4 pounds pig lead; copies of the receipts I transmit herewith. It has been suggested to me, that from losses, &c. Mr. Murray is not likely to meet the demand when made, but that by taking it at such times, and in such manner as meets his convenience we might possibly get some part, or perhaps the whole.

One receipt is guarantied by F. H. Nicoll & Co., but as the time at which the lead should have been returned has long since expired, I am under the impression that they are exonerated, as the demand was most probably not made at the expiration of the time. Believing it probable that Captain Tyler has communicated with the Department, relative to this loan and delinquency of Mr. Murray, I have deemed it most proper to address you on the subject, before I apply to Mr. Murray, or Messrs. Nicoll & Co.

Very respectfully, &c.

J. D. HAYDEN, *Captain of Ordnance.*

Colonel D. WADSWORTH, *of Ordnance.*

SIR: ORDNANCE OFFICE, *December* 2, 1819.

Your communication of the 19th ultimo to Colonel Wadsworth has been duly received. I am directed by him to state to you, that he wishes you to make every exertion to obtain a return of the lead loaned by Captain Tyler to George W. Murray; the second parcel or quantity appears to have been totally unauthorized on the part of Captain Tyler.

In the opinion of Colonel Wadsworth, Messrs. Nicoll & Co. are not released from their obligation as surety for Mr. Murray. Surety must also have been given for the first parcel; and it will probably be found that Messrs. Nicoll & Co. gave their names on that occasion.

Under all the circumstances, now existing, you will endeavor to do for the best, in obtaining eventually a return of this property to the United States.

I am, very respectfully, your obedient servant,

JOHN MORTON, *Captain of Ordnance.*

Captain J. D. HAYDEN, *of the Ordnance, New York.*

SIR: UNITED STATES' ARSENAL, NEW YORK, *November* 2, 1820.

Mr. George W. Murray called on me last evening, and desired to know if I would receive the lead due on the first loan made him by Captain Tyler, in March 1815. I informed him that I could not give him a final answer until I had communicated with you, but that I presumed you would not consent to receive any part of the lead, unless he recognized the claim of the United States for the whole quantity loaned him by Captain Tyler, which he declined, stating that he still considered the second loan a private transaction between Captain Tyler and *himself*, consequently he did not feel *himself* bound to the United States for more than the residue of the first loan.

Be pleased to inform me if you will receive the quantity he proposes delivering.

Very respectfully, I am, sir, your obedient servant,

J. D. HAYDEN, *Captain of Ordnance.*

Colonel D. WADSWORTH, *of Ordnance.*

SIR: ORDNANCE DEPARTMENT, *November* 10, 1820.

Your letter of the 2d instant stating Mr. G. W. Murray's offer respecting a return of part of the lead due from him has been received.

As the claim against him has been placed in the hands of the Treasury Department, Colonel Wadsworth considers that any interference on his part would be out of order, and that the measures and decisions of the former must now be looked to in the case.

Very respectfully, I am, sir, your obedient servant,

JOHN MORTON, *Captain of Ordnance.*

Captain J. D. HAYDEN.

B.

Copy of receipt and bond of Peter Baudry for fifty thousand pounds of gunpowder.

Be it remembered, that I, Peter Baudry, have borrowed and received from the United States, (through the agency, on their part, of Captain Edwin Tyler, of the ordnance,) five hundred barrels of cannon powder, each barrel containing one hundred pounds, which I, the said Peter Baudry, engage to return or deliver to the United States within sixty days after the same shall be duly required from me, in good, hard-grained, glazed powder of the same description, of a quality and proof conformable to the regulations of inpection by the Ordnance Department, and in such casks as shall be approved by the said Department.

Dated New York, November 3, 1817.

PETER BAUDRY.

Witness, STEPHEN LUSH, Jun.

Know all men by these presents, that we, Peter Baudry, as principal, and J. P. & V. M. Garesche, Philadelphia, as sureties, are held and firmly bound unto the United States in the full and just sum of twenty-five thousand dollars, money of the United States, to which payment to be well and truly made, be bind ourselves, jointly and severally, our joint and several heirs, executors, and administrators firmly by these presents. Sealed with our seals, and dated at New York, this third day of November, one thousand eight hundred and seventeen.

The condition of the foregoing obligation is, that whereas the said Peter Baudry has received on loan from the United States five hundred barrels of cannon powder, as by the said Peter Baudry's receipt, and the duplicate thereof, bearing date the third day of November, one thousand eight hundred and seventeen, will fully appear. Now it is hereby understood, that if the said Peter Baudry shall and will, well and truly return and deliver to the United States the said quantity of powder, according to the stipulations contained in his receipt for the same, then this obligation shall be null and void; otherwise shall remain in full force and virtue.

PETER BAUDRY,
J. P. & V. M. GARESCHE.

Mr. Baudry executed this instrument in my presence on the 3d day of November, 1817, at the city of New York.

STEPHEN LUSH, Jun.

Messrs. J. P. & V. M. Garesche executed this instrument in my presence on the 22d November, 1817, at the United States' arsenal, on Frankford creek.

JOSEPH H. REES, *Captain U. S. Ordnance.*

TREASURY DEPARTMENT, SECOND COMPTROLLER'S OFFICE, *December* 14, 1820.

I certify that the foregoing is a true copy of the original now on file in this office.

RICHARD CUTTS.

SIR: ORDNANCE DEPARTMENT, *January* 17, 1821.

In answer to the call of the committee for information respecting the delivery of three hundred and fifty barrels of gunpowder from the depot on the Schuylkill, by Captain Joseph H. Rees, to John R. Mifflin, of Philadelphia, I beg leave to represent to you that the books of this office, and the correspondence with Captain Rees have been examined, and no record or authority discovered to warrant the transaction; and that this Department remained wholly ignorant of it, until communicated this day by Lieutenant Thomas, of the ordnance.

A letter has in consequence been addressed to Captain Rees, calling for prompt explanation preparatory to such military investigation as his case, and that of the parties previously acquainted with the transaction, may require. It is proper, however, to remark, that the conduct of Captain Rees, in whom this Department formerly had the highest confidence, for the last eighteen months has been such that the most rigorous measures would have been pursued, and were only suspended but from his low and enfeebled state of health.

With regard to the second inquiry of the committee I can only observe, that in very few instances has more than verbal authority been required, in consequence of the ordnance having been considered as a branch of the War Department, (with which daily and almost hourly communication was held,) and subject to obey the orders, whether written or verbal, emanating from that Department, which, at the time alluded to by the committee, was directed by Mr. George Graham. And further, that no contract or agreement has been at any time entered into by this Department, within my knowledge, without the sanction of such authority.

I have the honor to be, sir, very respectfully, your most obedient servant,

GEO. BOMFORD, *Lt. Colonel of Ordnance.*

Hon. J. C. CALHOUN, *Department of War.*

SIR: UNITED STATES' ARSENAL, FRANKFORD, *January* 24, 1821.

In answer to Captain Morton's letter of the 16th instant, stating that a committee of Congress appointed to inquire into the loans of gunpowder, &c. had applied to the Department of War for information respecting certain powder said to have been loaned by me to Mr. John R. Mifflin, and delivered by the military storekeeper at the arsenal on the Schuylkill, in May, 1817, I now beg leave to report:

That, at the close of the late war, and during the years 1816 and 1817, several orders were issued to the officers of the ordnance directing them to make sale of such portions of the public stores which, from their nature, were subject to decay or waste, or which might no longer be considered necessary for public service. A general order of this nature, issued by the Secretary of War in 1815 is hereto annexed, not as specially applicable to this subject but as illustrating the tenor of the instructions at that period. Subsequently to this, it was deemed expedient to dispose of the surplus powder on hand, inasmuch as the greater part thereof was damaged, and all of it subject to continual depreciation. The officers of the ordnance were accordingly directed, both by written and verbal orders, to make loans of powder to manufacturers and others who might apply for the same, upon their giving bonds with sufficient sureties, to return an equal quantity of powder of the United States' standard proof and quality. Numerous loans of this kind were made by the Ordnance Department when directly applied to, and by subordinate officers, whose acts were afterwards sanctioned and recognized by the Department. I beg permission, inasmuch as Captain Morton's letter of the 16th instant states that the records of the office contain no authority for these loans, to refer to my previous correspondence. In my letter of April 11, 1817, I reported to the Ordnance Department as follows: "I have loaned to Mr. Israel Whelan, of this city, four hundred barrels of cannon powder, to be returned when called for. He is a manufacturer and to be depended upon. Mr. Dupont has applied for the loan of five hundred barrels of the same, which I have promised him." Captain Morton's letter, April 16, 1817, in which the receipt of mine of April 11, 1817, is acknowledged, contains the following paragraph, which is the only reply to my communication on the subject of these loans that I have ever received. "On the subject of the loans of gunpowder the best bonds and security should be required to return the same within three months from the time of application, under the penalty of double the value so loaned; also, that the powder returned should be of standard proof and quality, and in good and sufficient casks," &c.

On the 18th of May, 1817, I received a letter from Captain Morton, of which the following is a copy, and the original is in my possession.

SIR: ORDNANCE DEPARTMENT, *May* 18, 1817.

Mr. P. Baudry, of Wilmington, Delaware, has applied to this Department for a loan of gunpowder of two to four hundred barrels, as may be required for the object he has in view. Lieutenant Colonel Bomford is disposed to comply with his request, and you will therefore be pleased to arrange this business with him. He offers any security in the city of Philadelphia that the powder shall be returned conformably to the stipulations which may be required, and you will therefore conform therein agreeably *to the instructions before given respecting loans of that nature.* You will of course not loan any powder otherwise appropriated, or that may be considered necessary to retain for the public service.

Respectfully, sir, your obedient servant,

JOHN MORTON.

Captain JOSEPH H. REES, *Philadelphia.*

On the 24th of May, 1817, I also received the following, since which period I have not loaned a single pound of powder:

SIR: ORDNANCE DEPARTMENT, *May* 21, 1817.

I am directed to request that, in the event of your having loaned the powder to Mr. Baudry, as authorized in our former instructions, you will please to forward the bonds of surety to this office. If the business should not have been concluded, you had better consult with the commissary general as to the security offered, in order that the form of the bond be proper, and the persons offered of the most unexceptionable responsibility. It should stipulate the powder returned to be of the United States' standard proof and kind. It is also recommended not to loan the *best* powder, as the United States ought to receive something as a kind of equivalent or interest for the accommodation. You are also directed not to loan any more than now authorized. You will keep copies of the bonds, and send the originals.

I am, respectfully, sir, your obedient servant,

JOHN MORTON, *Captain of Ordnance.*

Captain JOSEPH H. REES.

P. S. You will understand that the loans are made by Government with the sole view of aiding the manufacturers of our country. The Government should, therefore, be put beyond the possibility of incurring any loss by the accommodation so afforded.

J. M.

I have taken the liberty, sir, of stating these circumstances before reporting the supposed loan to Mr. Mifflin, because Captain Morton's letter seems to deny any authority whatever to loan at any time, but, more particularly, because I am called upon, by a letter of the 18th instant, from the chairman, to report directly to the committee of Congress on this subject.

Such being my view and construction of the orders I had received, I was applied to in the beginning of May, 1817, (a fortnight after my previous loans to Messrs. Whelan and Dupont had been thus sanctioned by the Department,) by Mr. John R. Mifflin, who was connected with the manufacturers in the vicinity of Philadelphia, for a loan of four hundred barrels of cannon powder. His application was supported, and himself recommended by Major Thomas Biddle of the United States' army, and by several gentlemen of Philadelphia of high respectability and credit. I informed Mr. Mifflin of the bonds required by the Department on such loans, and was told that they would be given. Sureties were offered, of whose ability and credit there could not be a moment's doubt. In acceding to the proposal on these terms, I conceived myself acting in strict conformity to the orders and instructions which I had received, and to the views of the Department. Believing the bonds executed and ready for delivery, I accordingly issued an order to Mr. Archibald Steel, military storekeeper at the arsenal on the Schuylkill, to deliver to Mr. John R. Mifflin four hundred barrels of cannon powder, upon his depositing his bonds for the same, with two sureties in double the value of the powder, for the faithful return of the same when called for by the United States. On the 24th May, 1810, Mr. Steel addressed the following letter to me, the original of which is in my possession:

SIR: UNITED STATES' ARSENAL, *May* 24, 1817.

Your order in favor of Mr. Mifflin for four hundred barrels of cannon powder is received. The powder will be delivered to him by giving me duplicate receipts for the same; *as for bonds* I have nothing to do with it.

Respectfully, &c.

ARCHIBALD STEEL, *Military Storekeeper.*

Captain JOSEPH H. REES.

Upon the receipt of this letter, I understood the whole transaction to be at an end. I could not believe that a storekeeper would disregard a positive order, and, notwithstanding his letter, I supposed that the powder never was or would be delivered. It was not until two years afterwards that I found it had actually been delivered.

The facts previously stated of themselves answer the question why the transaction never was reported to the Department. If my order had been obeyed and the bonds obtained, I should have reported the loan and forwarded the securities as in former cases. When, at a distance of time, I accidentally discovered that the military storekeeper had seen fit to issue the powder in his own manner, and of course on his own responsibility, I did not conceive it my duty to report upon the matter unless called upon to explain this order when presented in the storekeeper's accounts.

Upwards of three years since these accounts were filed, and I am now for the first time called upon to explain my part in them, for which purpose I beg leave to offer the preceding statement.

Very respectfully, sir, your obedient servant,

JOSEPH H. REES, *Captain of Ordnance.*

Lieutenant Colonel BOMFORD, *United States' Ordnance.*

Be it remembered that E. R. Dupont and Briscoe & Partridge have borrowed and received from the United States, through the agency, on their part, of Nehemiah Baden, first lieutenant of ordnance, thirty-three barrels of cannon, and three barrels of rifle, powder, containing three thousand six hundred pounds; which E. R. Dupont and

Briscoe & Partridge hereby engage to return or deliver to the United States, within sixty days after the same shall be duly required from E. R. Dupont and Briscoe & Partridge, in good hard grained glazed powder of the same description, and of a quality and proof conformable to the regulations of inspection by the Ordnance Department, and in such casks as shall be approved by the said Department.

In testimony whereof we have hereunto set our hands and affixed our seals, this 24th day of June, 1817.
(Given in duplicates.)

E. R. DUPONT,
BRISCOE & PARTRIDGE.

A. CARDON, } *Witnesses.*
R. DUPLANTE, }

Be it remembered that we, E. R. Dupont de Nemours & Co., have borrowed and received from the United States, through the agency, on their part, of the Ordnance Department, two hundred barrels of cannon powder, containing twenty thousand pounds, which we engage to return or deliver to the United States, within sixty days after the same shall be duly required from us, in good hard grained glazed powder, of the same description, of a quality and proof conformable to the regulations of inspection by the Ordnance Department, and in such casks as shall be approved by the said Department.

Signed triplicates this 16th August, 1817.

E. R. DUPONT DE NEMOURS & Co.

Be it remembered that we, E. R. Depont de Nemours & Co., have borrowed and received from the United States, through the agency, on their part, of Captain J. H. Rees, of the United States' ordnance at Philadelphia, eleven hundred and eighty-four barrels of cannon powder, containing in all one hundred and eighteen thousand four hundred and twenty pounds of powder; four hundred and forty-nine barrels of musket powder, containing in all forty-four thousand nine hundred and sixty pounds of powder; and fifty-nine barrels of rifle powder, containing in all five thousand nine hundred and twenty-two pounds of powder. And have also borrowed and received from the United States, through the agency of Lieutenant James Livingston, at Norfolk, three hundred and seventy barrels of musket powder, containing in all thirty-seven thousand pounds of powder; and two hundred and thirty barrels of rifle powder, containing in all twenty-three thousand pounds of powder: which we, the said E. R. Dupont de Nemours & Co., engage to return and deliver to the United States at the rate of twenty thousand pounds of powder per month, to commence within sixty days after previous general notice shall have been given by the United States' Ordnance Department of its being required, in good hard grained glazed powder, of the same description, of a quality and proof conformable to the regulations of inspection by the Ordnance Department, and in such casks as shall be approved of by said Department.

Dated at Philadelphia, this 6th day of February, 1818.

E. R. DUPONT DE NEMOURS & Co.

Be it remembered that we, E. R. Dupont de Nemours & Co. have borrowed and received from the United States, through the agency, on their part, of Captain Edwin Tyler, United States' ordnance, nine hundred and eighteen barrels of cannon powder, twenty-five barrels of musket powder, and fifty-seven barrels of rifle powder, each barrel containing one hundred pounds of powder, which we, E. R. Dupont de Nemours & Co., engage to return and deliver to the United States at the rate of twenty thousand pounds of powder per month, to commence within sixty days after previous general notice shall have been given by the United States' Ordnance Department of its being required, in good hard grained glazed powder, of the same description, of a quality and proof conformable to the regulations of inspection by the Ordnance Department, and in such casks as shall be approved of by said Department.

Dated at Philadelphia, this 6th day of February, 1818.

E. R. DUPONT DE NEMOURS & Co.

Bonds of surety, to nearly double the amount, were taken for the foregoing deliveries.

ORDNANCE DEPARTMENT, *December* 18, 1820.

I do hereby certify the foregoing to be true copies from the originals on record in the Office of Ordnance.

JOHN MORTON, *Captain of Ordnance.*

SIR: ORDNANCE DEPARTMENT, *July* 18, 1818.

Presuming you may be ignorant of the circumstances, I think it necessary to state that a large loan of gunpowder was made from the public magazines, about a year ago, to Messrs. Dupont de Nemours & Co., amounting to upwards of three thousand five hundred barrels, conditioned to be returned in sixty days after demand.

The value of the powder, at present prices, would be upwards of one hundred thousand dollars. The only security given is the bond of Dupont de Nemours & Co., and of V. & Chs. Dupont, of Wilmington.

Without questioning in the least the solvency of the parties, it is easy to imagine such a state of things as would make it quite impossible for them to comply with their engagements in the return of the powder, as well as the embarrassments to the public service arising from such a disappointment. The loaning of munitions of war, in such large quantities, from our magazines and arsenals, is viewed by me as a measure highly impolitic and hazardous; and it is hardly necessary for me to add, that I have had no agency in the transaction.

The consequences resulting from a similar transaction ought to put us on our guard against placing public property on so precarious a footing. The circumstances are as follows:

Stull & Williams, of Georgetown, borrowed six hundred barrels of powder, giving Daniel Bussard as surety. By a subsequent agreement the loan was converted into a sale, and Stull & Williams gave their note for twenty-one thousand six hundred dollars, or rather a bill of exchange in favor of John C. Williams, and endorsed by him. Before the bill became payable, another verbal agreement was made, to take the value of the bill in powder, of which only about one hundred and fifty barrels have been received from Bussard. His powder works having been lately destroyed at Bladensburgh, by an explosion, renders him incapable of fulfilling the engagement. I understand he now contends the converting the original loan into a sale has exonerated him from responsibility; and Stull & Williams, it is said, have made an assignment of property for the benefit of their creditors.

It seems extremely probable now, that this loan, made for the mere accommodation of individuals, without any prospect of advantage to the Government, will eventuate in a loss of four hundred and fifty out of six hundred barrels lent.

I have the honor to be, very respectfully, sir, your obedient servant,

DECIUS WADSWORTH, *Colonel of Ordnance.*

The Hon. JOHN C. CALHOUN, *Secretary of War.*

HEAD-QUARTERS, FOURTH MILITARY DEPARTMENT, BALTIMORE, *August* 1, 1815.

DEPARTMENT ORDER.

Captain Rees, of the Ordnance Department for the city of Baltimore, Fort McHenry, and its dependencies; Captain Villard, of the artillery for Fort Warburton; Captain Campbell of the artillery for Carlisle; and Lieutenant Reed, of the artillery for Philadelphia, Fort Mifflin, and its dependencies, are detailed and ordered, in conjunction with such persons as may be authorized by the commissary general of purchases, faithfully to execute the following general order from the War Department, of the 26th July, 1815. A duplicate of the inventories and reports will also be forwarded to the commanding officer of this department.

G. MITCHELL,
Colonel commanding Fourth Military Department.

DEPARTMENT OF WAR.

GENERAL ORDER.

It having been deemed expedient to ascertain with precision, as well the quantity of public stores now on hand at the several depots, as that portion of them which, from their nature, being subject to waste or decay, or which may no longer be considered as necessary for the public use, it would be advisable to dispose of, I have therefore to request that you will detail an officer of the Ordnance Department, who will, in conjunction with such person as shall be authorized by the commissary general of purchases to act with him at the respective depots, proceed to take an accurate inventory of all the public stores in charge of the several military storekeepers, and which have been deposited there by the commissary general of purchases or his deputies, within your military department, designating such of them as the public interest may, in their opinion, require to be sold. This inventory will be returned to the office of the superintendent general; and they will forthwith proceed, jointly, to sell at public sale those articles which they may designate as proper to be sold, on the following terms: the price must be the fair market price of the article, according to its quality and condition, and payment must be made either in approved bank notes or in the notes of individuals with approved endorsers. A credit of sixty or ninety days may be allowed.

The money or notes, the proceeds of the sale, must be deposited in such convenient bank as the public money is usually deposited in, to the credit of Thomas T. Tucker, Treasurer of the United States, as agent for the War Department; and receipts for the deposites must be transmitted to the Treasury, duplicates or copies of which must be returned to this Department. Care will be taken to designate the several heads of appropriation that ought to be credited with the amount of articles sold. A special report of each sale will be made to this office, specifying the time, place, price, quantity, and name of the purchasers.

Should the officer detailed by you, and the person nominated by the commissary general of purchases, differ as to the propriety of selling any particular article, they will make a special report on the case to this Department, and transmit a copy of their report to the commissary general of purchases.

The officer detailed by you for this service will receive an extra allowance of one dollar a day, when actually engaged in the performance of it, provided he is not already in the receipt of such extra allowance.

You will perceive the necessity of selecting an officer for this service whose judgment and integrity can be entirely confided in, and your selections will therefore not be confined to the Ordnance Department, but be made from the line, should you in any case deem it advisable. Your prompt attention to this business is particularly requested.

A. J. DALLAS, *Acting Secretary of War.*

[NOTE.—See Nos. 186, 190, and 192.]

16th CONGRESS.] No. 205. [2d SESSION.

EXTRA PAY TO OFFICERS.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, FEBRUARY 13, 1821.

Mr. COCKE made the following report:

The Committee on Military Affairs, to whom was referred the resolution of the House of Representatives, instructing them to inquire whether any officers of the army of the United States are employed as clerks, or in any other capacity, in any of the departments, or in the office of the surgeon general or apothecary general; and whether such officers, if any, have received any other compensation than their pay as officers; if so, what are their names, and what extra compensation have they received; submit the following report:

The committee directed a letter to the Secretary of War requiring information on the several subjects of the resolution, and received sundry statements which are annexed, and to which they invite the attention of the House.

It appears from the statements furnished by the Second and Third Auditors of the Treasury Department, that Captain George Bender was detailed to perform duty in the War Department; that, in addition to his pay and other emoluments, he has received $623 50 for acting as a clerk, first in the office of the adjutant and inspector general, and then in the office of the quartermaster general, from the 1st of January, 1818, to the 31st of March, 1819. That Lieutenant Thomas Johnson has been employed in the office of the quartermaster general, from the 16th of June, 1818, to the 31st of December, 1820, and has received extra compensation amounting to the sum of $1,160 50. That Captain John L. Gardner has been employed in the War Department, from the 28th of April to the 9th August, 1818, and in the office of the quartermaster general, from that date to the 31st of October, 1820; during which time he has received extra compensation to the amount of $1,160 50. That Major Truman Cross has been employed in the quartermaster general's office, from the 5th of October, 1818, to the 30th of September, 1820, and has received extra compensation to the amount of $908 75. That Captain John Morton has been employed in the ordnance office, from the 1st of January, 1818, to the 30th of September, 1820, and has received extra compensation to the amount of $1,210 25. That Lieutenant T. T. Stephenson has been employed in the ordnance office, from the 10th to the 31st August, 1818, and received extra compensation of $27 50. Lieutenant George Bladey has been employed in the office of the Engineer Department, from the 17th of April, 1818, to the 6th of May, 1819, and has received $738 75 extra compensation. Captain John L. Smith has been employed in the same department, from the 1st of April, 1819, to the 30th of September, 1820, and has received $566 25 extra compensation. Major Isaac Roberdeau was permitted, on the 1st of January, 1820, to take charge of the mathematical instruments, maps, &c. belonging to the United States, and for his services, in this respect, he has been paid $418 75, up to the 30th of November, 1820. Lieutenant W. T. W. Tone has been employed in the Engineer Department, from the 12th of July to the 30th of September, 1820, and has been allowed $100 extra compensation. Lieutenant Samuel Cooper has been employed in the adjutant and inspector general's office from the 1st of August, 1818, to the 30th of November, 1820, and has received $1,055 extra compensation. Captain James H. Hook has been employed in the office of the commissary general of subsistence, and has received $888 75 extra compensation; and, however strange it may appear, Captain Hook, in addition to his pay and emoluments, and extra compensation, is employed as superintendent of the recruiting service near Baltimore, but the particular amount paid for this service does not appear. In the same department, Lieutenant W. P. Yonge, from the 12th July to the 31st of August, 1820, and received $63 75 extra compensation. In the office of surgeon general, Lieutenant George Templeman, from the 17th of April to the 30th of October, 1819, and has received $286 25 extra compensation. And Lieutenant James Lovell, in the same department, from the 1st of November, 1819, to the 30th of November, 1820, and has received $495 extra compensation.

The committee discover that Lieutenant W. S. Colquhoun is employed in some of the public offices, but are unable to state how, or where, or what extra compensation has been allowed to him.

The above are the officers of the army that have been employed in the several departments of the Government, in the city of Washington, most of whom yet remain, as the committee are informed. The statements furnished them show, that, in addition to the pay and emoluments, and extra compensation, each of the above named officers have received payment for clothing. The committee are unadvised of any law to justify it, especially when they see neither of them has employed a private servant, and for the clothing of whom only, is an officer permitted to receive money in lieu of clothing.

In addition to the foregoing brief extracts from the statements of the Second and Third Auditors of the Treasury Department, they have received a letter from the Secretary of War, dated the 6th instant, explanatory of the principles upon which these extra allowances have been made. He remarks, that it appears to have been the practice of the Government, at all times, to allow, under some *shape or another*, extra compensation to officers detailed to perform such extra duties at the seat of Government. The committee are constrained to observe, that however long this practice may have continued they have no hesitation in saying it appears to them highly improper. For when an officer is detailed to perform duties in the departments, such as have been described, they cease to render any other; when they perform no duties as officers, but merely act as clerks, it seems unreasonable to pay them as officers, and at the same time compensation as clerks. When they cease to perform the functions of officers, but yet receive their pay and emoluments, the committee believe they should be content; that they have no legal or equitable claim for extra compensation, because extra payment is predicated on a supposition that additional duties are performed. In the present case the supposed additional duty is the only service required of them, and that, in reality, they perform no duty whatever as officers of the army.

Major Roberdeau, for example, took charge of the mathematical instruments in the department to which he belonged, and kept them in his office for less than one year, and for this service received from Government $418 75 on the supposition that he had rendered important extra duties.

The committee do think, that while this officer continued in the exercise of this trust, however important and responsible it may be thought, and he, performing no other duty that the committee are apprized of, he ought to have been satisfied with his pay and emoluments; they are at a loss to know by what rule of law or equity it is, that he has received, first, his pay and emoluments as an officer when he performed no duty as such, and then extra compensation for the only duty he did perform. The committee are fully persuaded, that either the pay and emoluments as an officer, or the extra compensation for keeping the mathematical instruments, should have been omitted, and that both ought not to have been paid.

The committee thought it incumbent on them to extend their inquiry to the compensation allowed the surgeon general in addition to his salary fixed by law. They find, from the statement furnished by the Third Auditor, that Doctor Joseph Lovell, the surgeon general, has been paid, in addition to his annual salary, from the 1st of October, 1818, to the 30th of September, 1820, for quarters $864, and for fuel for the same period $452 25, making an aggregate of $1,316 25. The act of Congress, establishing the office of surgeon general, provides that he shall be allowed a salary of $2,500, making no provision whatever for any other or extra compensation. The committee are surprised that a construction should be given to this law by which the surgeon general should be enabled to receive compensation beyond the limits of his salary, unless they bring to their aid the practice, which appears at all times to have prevailed, "in some shape or another to allow the officers at the seat of Government extra compensation."

If the word salary has an appropriate meaning, it certainly must be a stated or settled hire to the person who performs the duties of the office to which the salary is attached: no authority in this Government, except the Legislature, is deemed competent either to increase or diminish it. The committee are of opinion, that no precedent contrary to law ought or can have a binding influence. The case of the physician and surgeon general, adverted to by the Secretary of War, was erroneous in the beginning, and not an example worthy of imitation.

It is alleged by the Secretary of War, in justification of the extra allowance made the surgeon general, that it hardly admits of a doubt that he, who is liable to be ordered into active service, would be entitled to claim public quarters if there were such where he might be stationed, and that it is clear, he, in common with other officers, has

a right to the allowance for them, if he should be stationed where quarters cannot be furnished by the public. It appears to the committee this argument is more specious than solid; the law provides, that other officers shall receive pay and emoluments, and enumerates quarters and fuel as articles included in the provision intended to be made, but in the case of the surgeon general, the law provides a salary of $2,500, which the committee think, and which they believe, the Legislature thought should be in full for all services. If the surgeon general would be entitled to quarters and fuel when ordered into active service, it is not understood by the committee how his liability to be ordered into active service could entitle him to compensation for them before that liability had attached. If an officer is entitled to either pay or emoluments upon the contingency of being ordered into active service, it seems an arbitrary construction to grant him either before the happening of that contingency.

In no point of view can the committee perceive the propriety of this allowance, which as yet does not appear to be supported even by the authority of precedent, and therefore submit the following resolution:

Resolved, That no officer or other person employed by the Government of the United States, ought, under any circumstances or pretext whatever, be allowed and paid any other or greater compensation than is authorized by law, and that the practice which has heretofore prevailed, to make extra compensation in certain cases, without such authority, is incorrect, and ought to be abandoned.

SIR: DEPARTMENT OF WAR, *February* 6, 1821.

I enclose a statement containing a list of the officers who have been detailed to perform extra duty in the several branches of the War Department, since the 1st of January, 1818, with a statement of the sums under the various heads which have been paid to them respectively, and the nature of the duty which they have performed. I also enclose the regulations under which they have been allowed extra compensation while so employed; and the regulation of this Department with the decision of the Second Comptroller, by which the surgeon general has been allowed fuel and quarters, and the amount in value of such allowance.

It may be proper to observe, that it appears to have been the practice of the Government at all times to allow, under some shape or another, extra compensation to officers detailed to perform such extra duties at the seat of Government.

After the passage of the act of the 14th April, 1818, regulating the staff of the army, the head of the several branches of the staff being concentrated at the seat of Government, it became necessary to detail as many officers in the several branches as would render their administration minute and effective. This course was preferred to increasing the number of clerks, as it was believed to be more economical, and better calculated to secure the objects contemplated by the act. The number of officers detailed for extra duty being thus considerably increased, it became necessary to establish some rule as to the extra compensation, and that of the 10th of August, 1818, was adopted as being equitable. It reduced the rate of compensation twenty-five cents per diem, as previously fixed in the case of Captain Bender, who was allowed by the then Secretary of War, Mr. Monroe, $1 50 extra compensation, to which an allowance for fuel and quarters was made under an order of Mr. Crawford, when Secretary of War. It is believed, in a pecuniary point of view, without taking into consideration the nature of the service, that the officers so detailed are not much, if any, benefited, as the expense of being here is considerably greater than at the military posts; while the officer is deprived of the saving which he might make by living in messes, as is usual at the posts.

In the case of the surgeon general, he was allowed fuel and quarters, in conformity to the precedent established in the case of the physician and surgeon general, whose salary was fixed at $2,500 per annum, by the act of the 3d March, 1813, and who by the regulation for the army, sanctioned the 28th June, 1814, by the then President, and recognized as of force by the act of the 24th of April, 1816, was allowed fuel and quarters. The question whether he is entitled to fuel and quarters, was submitted to the decision of the Second Comptroller of the Treasury, whose decision confirmed that of this Department, and while the case was pending before the Comptroller the Attorney General was verbally consulted, and concurred in the principles of the decision.

Fuel and quarters, in contemplation of law and the regulations, ought to be furnished in kind, and no pecuniary compensation is ever allowed to an officer for them, unless he is ordered to do duty where they cannot be furnished by the public, which is the case as it respects quarters at the seat of Government.

As it hardly admits of a doubt that the surgeon general, (who is liable to be ordered into active service) would be entitled to claim public quarters, if there were such where he might be stationed, it seems clear, that he, in common with other officers, has a right to the allowance for them, if he should be stationed where quarters cannot be furnished by the public. The same considerations are applicable to the allowance for fuel. In addition to these facts, it is proper to observe, that the allowance for fuel and quarters to the surgeon general was contained in the detailed estimates of the quartermaster general, laid before the military committee in 1819, and that the extra compensation to the officers detailed to perform extra duty has been annually laid before Congress in the statement of the contingent disbursements of the army.

Enclosed are statements of the heads of the subordinate departments, showing the services performed by the officers detailed for extra duty.

I have the honor to be, your obedient servant,

J. C. CALHOUN.

Hon. SOLOMON VAN RENSSELAER, *of the Military Committee.*

SIR: TREASURY DEPARTMENT, SECOND AUDITOR'S OFFICE, *February* 5, 1821.

I have the honor to hand you, herewith, a statement of the pay, subsistence, forage, clothing, and extra compensation, received by sundry officers of the army while employed in the several branches of the War Department, at the seat of Government, between the 1st of January, 1818, and the 31st December, 1820; prepared in pursuance of a letter from the Committee on Military Affairs, of the 28th January, 1821, addressed to the Secretary of War.

Where the compensation does not commence as early as the first mentioned date, it is because the officer was not detailed for extra duty until subsequently; and where it is not extended to the close of the last year, it is owing to the accounts of the disbursing officers not having been received for a period later than that noted in the statement, or of their not continuing on extra duty.

I have the honor to be, sir, with high respect, your obedient and very humble servant,

WM. LEE.

The Hon. JOHN C. CALHOUN, *Secretary of War.*

Statement of the pay, emoluments, and extra compensation, received by the following officers of the army, while employed in the several branches of the War Department, at the seat of Government, between the 1st of Jan. 1818, and the 31st of Dec., 1820; furnished in pursuance of a letter from the Committee on Military Affairs, of the 28th Jan. 1821, addressed to Secretary of War.

NAMES.	PERIODS OF SERVICE.	PAY AND EMOLUMENTS AS OFFICERS.				Extra allowance.	Whole am't of extra allowance.	Whole am't of pay and emolum'ts.	Total am't of pay and emoluments & extra pay.	REMARKS.
		Pay.	Subsistence.	Forage.	Clothing.					
Capt. G. Bender, -	From 1st January, 1818, to 31st March, 1819, - -	$675 00	$364 00	-	$46 50	-	-	$1,085 50		
Capt. G. Bender, -	From 1st January, to 30th April, 1818, employed in the office of adjutant and inspector general, at $1 50 per day, -	-	-	-	-	$180 00				
Capt. G. Bender, -	From 1st May, to 9th August, 1818, employed in quartermaster general's office, at $1 50 per day, - - -	-	-	-	-	151 00				
Capt. G. Bender, -	From 10th August, 1818, to 31st March, 1819, employed in quartermaster general's office, at $1 25 per day, -	-	-	-	-	292 50				
							$623 50		$1,709 00	Detailed by the War Department, during the late war with G. Britain
Lieut. T. Johnson, -	From 16th June, 1818, to 31st December, 1820, - -	915 00	744 00	-	92 39	-	-	1,751 39		
Lieut. T. Johnson, -	Same period, employed in quartermaster general's office, at $1 25 per day, - - - -	-	-	-	-	1,162 50	1,162 50		2,913 89	Detailed by order of the War Department.
Capt. J. L. Gardner,	From 29th April, 1818, to 31st October, 1820, - -	1,137 84	745 40	-	97 17	-	-	1,980 41		
Capt. J. L. Gardner,	From 28th April, to 9th August, 1818, employed in War Department, at $1 50 per day, - - -	-	-	-	-	155 50				
Capt. J. L. Gardner,	From 20th August, 1818, to 31st October, 1820, employed in quartermaster general's office, at $1 25 per day, -	-	-	-	-	1,005 00				
							1,160 50		3,140 91	ditto.
Major T. Cross, -	From 1st October, 1818, to 30th September, 1820, -	1,080 00	584 80	-	72 78	-	-	1,737 58		
Major T. Cross, -	From 5th October, 1818, to 30th September, 1820, employed in quartermaster general's office, at $1 25 per day, -	-	-	-	-	908 75	980 75		2,646 33	ditto.
Capt. John Morton,	From 1st January, 1818, to 30th September, 1820, - -	1,815 00	802 20	-	100 68	-	-	2,718 88		
Capt. John Morton,	From 1st January, to 9th August, 1818, employed in ordnance office, at $1 50 per day, - - -	-	-	-	-	231 50				
Capt. John Morton,	From 10th August, 1818, to 30th September, 1820, employed in ordnance office, at $1 25 per day, - - -	-	-	-	-	978 75				
							1,210 25		3,929 13	ditto.
Lt. T. T. Stephenson,	From 1st to 31st August, 1818, - - -	35 00	24 80	-	3 10	-	-	62 90		
Lt. T. T. Stephenson,	From 10th to 31st August, 1818, employed in ordnance office, at $1 25 per day, - - - -	-	-	-	-	27 50	27 50		90 40	ditto.
Lieut. G. Blaney, -	From 1st April, 1818, to 29th February, 1820, - -	778 36	560 00	6 13	71 30	-	-	1,415 79		
Lieut. G. Blaney, -	From 17th April, to 9th August, 1818, employed in engineer office, at $1 25 per day, - - -	-	-	-	-	172 50				
Lieut. G. Blaney, -	From 26th August, to 26th January, 1819, do. at $1 25	-	-	-	-	192 50				
Lieut. G. Blaney, -	From 1st June to 3d August, 1819, do. at do.	-	-	-	-	80 00				
Lieut. G. Blaney, -	From 1st Sept. 1819, to 29th Feb., 1820, do. at do.	-	-	-	-	215 00				
Lieut. G. Blaney, -	From 5th March, to 6th May, 1819, do. at do.	-	-	-	-	78 75				
							738 75		2,154 54	ditto.

STATEMENT—Continued.

NAMES.	PERIODS OF SERVICE.	PAY AND EMOLUMENTS AS OFFICERS.				Extra allowance.	Whole am't of extra allowance.	Whole am't of pay and emolum'ts.	Total am't of pay and emoluments & extra pay.	REMARKS.
		Pay.	Subsistence.	Forage.	Clothing.					
Capt. J. L. Smith, -	From 1st April, 1819, to 30th September, 1820, - -	$703 54	$492 40	-	$62 40	-	-	$1,258 34		
Capt. J. L. Smith, -	Same period, employed in engineer's office, at $1 25 per day,	-	-	-	-	$566 25	$566 25		$1,824 59	Detailed by order of the War Department.
Major J. Roberdeau,	From 1st January, to 30th November, 1820, - -	770 00	402 00	88 00	64 70	-	-	1,324 70		
Major J. Roberdeau,	Same period, having charge of the mathematical instruments in the engineer department, at $1 25 per day, - -	-	-	-	-	418 75	418 75		1,743 45	ditto.
Lt. W. T. W. Tone,	From 12th July, to 30th September, 1820, - -	79 34	64 80	-	7 64	-	-	151 78		
Lt. W. T. W. Tone,	Same period, employed in engineer office, at $1 25 per day, -	-	-	-	-	100 00	100 00		251 78	ditto.
Lieut. S. Cooper, -	From 1st August, 1818, to 30th November, 1820, - -	840 00	682 40	-	85 00	-	-	1,607 40		
Lieut. S. Cooper, -	From 10th August, 1818, to 30th November, 1820, employed in the adjutant and inspector general's office, at $1 25 per day,	-	-	-	-	1,055 00	1,055 00		2,662 40	ditto.
Capt. J. H. Hook, -	From 1st November, 1818, to 30th September, 1820, -	1,050 00	548 60	-	54 36	-	-	1,652 96		
Capt. J. H. Hook, -	From 21st October, 1818, to 30th September, 1820, employed in office of commissary general of subsistence, at $1 25 per day,	-	-	-	-	888 75	888 75		2,541 71	ditto.
Lt. W. S. Colquhoun,	From 10th December, 1819, to 1st November, 1820, -	535 47	261 60	-	31 58	-	-	828 65	828 65	ditto.
Lt. W. P. Yonge, -	From 12th July, to 31st August, 1820, - - -	49 34	40 80	-	4 80	-	-	94 94		
Lt. W. P. Yonge, -	Same period, employed in the office of commissary general of subsistence, at $1 25 per day, - - -	-	-	-	-	63 75	63 75		158 69	ditto.
Lt. G. Templeman,	From 17th April, to 30th October, 1819, - -	224 50	182 40	-	23 16	-	-	430 06		
Lt. G. Templeman,	Same period, employed in surg'n gen'l's office, at $1 25 p. day,	-	-	-	-	286 25	286 25		716 31	ditto.
Lt. James Lovell, -	From 1st November, 1819, to 30th November, 1820, -	390 00	316 80	-	38 88	-	-	745 18		
Lt. James Lovell, -	Same period, employed in sur'gn gen'al's office at $1 25 per day,	-	-	-	-	495 00	495 00		1,240 18	ditto.

TREASURY DEPARTMENT, SECOND AUDITOR'S OFFICE, *February* 5, 1821.

WM LEE.

TREASURY DEPARTMENT, THIRD AUDITOR'S OFFICE, *February* 3, 1821.

The Third Auditor of the Treasury has the honor to hand to the Secretary of War a statement of the fuel, quarters, &c. received by the officers therein named, in pursuance of the letter of the Military Committee of the House of Representatives, dated January 23, 1821.

Statement of quarters, fuel, forage, transportation, and per diem allowance, as far as the same has been paid through the quartermaster general's department, and settled at this office, from 1st January, 1818, to 31st December, 1820, to certain officers at the seat of Government; furnished in pursuance of the letter of the Committee on Military Affairs, of the 23d of January, 1821, addressed to the Secretary of War.

Names of officers.	Period.	Dols. Cts.	Quarters.	Fuel.	Forage.	Transportation.	Per diem allowance	Aggregate.
Major Isaac Roberdeau,	For allowance for quarters, from August 10, 1818, to September 21, 1819, and from October 9, 1819, to August 15, 1820,	-	$564 60					
	For fuel, in kind, from August, 1818, to December 31, 1820,	-	-	415 95				
	For forage, in kind, for same period,	-	-	-	693 55			
	For transportation of baggage from New York to Newark and back, in 4th quarter, 1819,	2 80						
	For transportation of baggage from Washington city to the northern frontier and returning,	285 60						
	For transportation of baggage from New York to Washington,	31 78						
		-	-	-	-	320 18		
	For per diem allowance whilst employed in survey in New York, in 4th quarter, 1819, from September 21 to November 30, 1819, and from 1st to 28th December, 1819—99 days, at $1 50 per diem,	-	-	-	-	-	148 50	2,142 78
Captain George Bender,	For an allowance for quarters, from January 1 to April 30, 1818,	34 00						
	For an allowance for quarters, from May 1, 1818, to April 30, 1819,	132 60						
			166 60					
	For fuel, in kind, from January 1, 1818, to March 31, 1819,	-	-	121 15	-	-	-	287 71
Captain John Morton,	For an allowance for quarters, from August 10, 1818, to September 30, 1820,	-	308 00					
	For fuel, in kind, from September 1, 1818, to December 31, 1820,	-	-	204 04	-	-	-	512 04
Captain Trueman Cross,	For an allowance for quarters, from October 1, 1818, to July 12, 1820,	256 00						
	For an allowance for quarters, from September 1 to December 31, 1820,	78 40						
			334 40					
	Fuel, in kind, from October, 1818, to December 31, 1820,	-	-	210 40				
	Forage, in kind, as assistant inspector general, for December, 1820,	-	-	-	18 23			
	Transportation, in second quarter, 1819, from Washington city to Baltimore and back,	9 12						
	Transportation from Washington city to New York, Albany, Niagara, Sackett's Harbor, Plattsburg, Boston, and back to Washington, in 3d quarter, 1820,	247 56						
		-	-	-	-	256 68	-	819 71
Captain James H. Hook,	For an allowance for quarters, from October 21, 1818, to September 30, 1820,	-	280 50					
	Fuel, in kind, from October, 1818, to December 31, 1820,	-	-	200 17				
	Transportation from Washington city to Philadelphia and back, in December, 1818,	32 38						
	Transportation from Washington to Baltimore and back, in 3d quarter, 1820,	9 12						
		-	-	-	-	41 50	-	522 17
Captain John L. Gardner, assist. dep. quarterm'ter gen.	For an allowance for quarters, from August 1, 1818, to December 31, 1820,	-	348 00					
	Fuel, in kind, for the same period,	-	-	209 32	-	-	-	557 32
Captain John L. Smith,	For an allowance for quarters, from March 8, 1819, to September 30, 1820,	225 60						
	For an allowance for quarters, from November 1 to December 31, 1820,	24 00						
			249 60					
	Fuel, in kind, from March, 1819, to December 31, 1820,	-	-	136 00				
	Transportation, in 3d quarter, 1819, from Washington city to Havre-de-Grace and back,	19 00						
	Transportation from Washington to New York and back,	45 40						
	Transportation from Washington to Old Point Comfort and back, in 4th quarter, 1820,	51 12						
		-	-	-	-	115 52	-	501 12
Lieutenant Thomas Johnston,	For an allowance for quarters, from June 16, 1818, to December 31, 1820,	-	366 00					
	Fuel, in kind, for the same period,	-	-	212 57	-	-	-	578 57

STATEMENT—Continued.

Names of officers.	Period.	Dols. Cts.	Quarters.	Fuel.	Forage.	Transportation.	Per diem allowance	Aggregate.
Lieutenant Samuel Cooper,	For an allowance for quarters, from August 16, 1818, to July 31, 1820, and from 1st to 30th Sept. 1820,	-	296 00					
	Fuel, in kind, from August, 1818, to December 31, 1820,	-	-	201 15	-	-	-	497 15
Lieutenant George Blaney,	For an allowance for quarters, from August 25, 1818, to January 26, 1819,	60 76						
	For an allowance for quarters, from March 5 to May 16, 1819,	24 80						
	For an allowance for quarters, from June 1 to July 31, 1819,	24 00						
	For an allowance for quarters, from September 11, 1819, to February 28, 1820,	68 00						
			177 56					
	Fuel, in kind, from September, 1818, to March 31, 1820,	-	-	132 40				
	Transportation from Washington city to Boston and back, in 1st quarter, 1819,	87 20						
	Transportation from Washington city to Pittsburgh and back, in 3d quarter, 1819,	22 50						
Lieutenant T. T. Stephenson,	For an allowance for quarters, from May 10 to August 31, 1818,	25 62	-	-	-	109 70	-	419 66
	For an allowance for quarters, for April, May, and June, 1819,	36 00						
			61 62					
	Fuel, in kind, from January 1 to July 31, 1819,	-	-	11 83	-	-	-	73 46
Lieutenant George Templeman,	For an allowance for quarters, from March 17 to October 31, 1819,	-	90 00					
	Fuel, in kind, for the same period,	-	-	46 28	-	-	-	136 28
Lieutenant Joseph Lovell,	For an allowance for quarters, from November 1, 1819, to December 31, 1820,	-	168 00					
	Fuel, in kind, for the same period,	-	-	103 33	-	-	-	271 33
Lieutenant William P. Yonge,	For an allowance for quarters, from July 12 to August 31, 1820,	-	20 00					
	Fuel, in kind, for the same period,	-	-	4 37	-	-	-	24 37
Lieutenant Wm. S. Colquhoun,	For an allowance for quarters, from January 1 to December 31, 1820,	-	144 00					
	Fuel, in kind, for the same period,	-	-	52 50	-	-	-	196 50
Lieutenant W. T. Tone,	For an allowance for quarters, from July 12 to September 30, 1820,	-	31 60					
	Fuel, in kind, from July to December 31, 1820,	-	-	29 68	-	-	-	61 28
Doctor J. Lovell, surgeon gen'l,	For an allowance for quarters, from October 1, 1818, to September 30, 1820,	-	864 00					
	Fuel, in kind, from October, 1818, to September 30, 1820; allowed under the decision of the Second Comptroller of the Treasury,	-	-	452 25	-	-	-	1,316 25

TREASURY DEPARTMENT, THIRD AUDITOR'S OFFICE, *February* 3, 1821.

PETER HAGNER, *Auditor.*

SIR: QUARTERMASTER GENERAL'S OFFICE, *Washington, February* 3, 1821.

It will be recollected that when the office of the Quartermaster General was established at Washington, that officer urged the necessity of having officers from the line of the army to assist in the performance of his office duties: in wishing to effect this arrangement he was influenced by many considerations. His duties were not to be those of an accountant, involving the mere addition and examination of vouchers; but were to embrace, in addition to a military and administrative control of every branch of the department throughout the Union, the making of military estimates, reports, and statements, and a strict military scrutiny into disbursements of every character; he foresaw the necessity of having men acquainted with the casualties of active service, and military usages, to enable him to effect the objects for which the office was established. The duties of the department are so multifarious, and the allowances and expenditures depend so much upon contingencies, that a volume of laws and regulations would not embrace instructions sufficiently explicit to form a standard of reference: the peculiar circumstances of the case; the condition of the troops; and the nature of the service in which they should be engaged, (points on which military men alone were competent to decide,) were, in a great measure, to determine the propriety of various items of expenditure. Hence he was opposed to the employment of men who were *professionally clerks*, and who, he was aware, could be of but little service to him beyond the mere casting of accounts, and the copying of letters; and insisted on being permitted to select officers from the army, sufficiently qualified as clerks for that part of their duty relating to the desk, and, at the same time, sufficiently versed in the details of military service to make them useful and efficient. But, important as these considerations were, he had a different and a higher object in view; which was, that his office should become a school of instruction, in which young gentlemen of the army, at the same time that they might be usefully employed, should have an opportunity of acquiring habits of business, and of educating themselves for the various duties of the staff.

Three officers were selected. The papers marked A and B will furnish some idea of the duties which each performs. Captain Cross has, in addition to his office duties, disbursed about forty thousand dollars per annum; and, in the absence of the quartermaster general on public business, has discharged the duty as chief of the office.

I have the honor to be, sir, your obedient servant,

THOMAS S. JESUP, *Quartermaster General.*

The Hon. J. C. CALHOUN, *Secretary of War.*

A.

Distribution of the duties of the Quartermaster General's office.

1. Captain Cross will assist in the correspondence of the office; keep up the register of letters received, and place them on file; keep the register of summary statements; assist the quartermaster general in making the regular reports, estimates, and statements, for the Secretary of War; and such others as he may, from time to time, require; and make the disbursements of the department at Washington.

2. Lieutenant Gardner will keep the register of letters written, and orders received; make the quarterly report of moneys distributed to the disbursing officers; keep up the register of reports and estimates made for the Secretary of War; attend weekly at the Adjutant and Inspector General's office, and take the general orders; and will attend to the topographical department.

3. Lieutenant Johnson will examine the money accounts and property returns of the disbursing officers, and transmit them, when in form, to the proper accounting office. He will make the semi-annual return of stores; the quarterly report of the rate of exchange; keep up the register of moneys required, and draughts accepted; the register of stores on hand; and the journal and leger. He will file the prices current, and attend to the filing of all returns and reports designed for the office.

In addition to the regular duties assigned to the several officers, they will be subject to the casual duties of the office, as the quartermaster general, or the chief of the office, may direct.

THOMAS S. JESUP, *Quartermaster General.*

April 1, 1819.

B.

Books of the office.

1. An order book, in which shall be recorded all regulations for the government of the department; and all orders of the War Department, and of the general officers, relating to its duties.
2. A letter book, containing a fair copy of all letters written.
3. A register of letters received.
4. A register of estimates and reports; containing copies of all estimates and reports made for the War Department, the Treasury Department, or for Congress.
5. A register of moneys required, and draughts accepted.
6. A register of stores on hand.
7. A journal of all pecuniary transactions; in which are detailed the state of all accounts of the department.
8. A leger, presenting a summary view of all accounts of the department.
9. A register of contracts, into which are copied all contracts made by the department.
10. A register of monthly summary statements; exhibiting a monthly state of the accounts of all officers of the department.

SIR: SURGEON GENERAL'S OFFICE, *February* 6, 1821.

I have the honor to state, that the officer detailed for duty in this office is employed in keeping the books of the office, in copying letters, reports, &c. and generally in performing the usual duties of a clerk. He is required in consequence of the surgeon general having necessarily been made the immediate accounting officer of the medical department, from the nature of medical returns, accounts, &c.; and for this reason Dr. Brereton, who had been a surgeon in the navy, and afterwards engaged in the business of an apothecary, is employed, the accurate examination of such accounts requiring one well acquainted with army or navy practice, as well as the quality and use of all medical supplies, and their price in various parts of the country.

As every account relating to the medical department, whether of money or property, is critically examined by him, his time is so fully occupied, that it would be impossible for him to perform the ordinary duties of clerk, especially as these duties are most urgent at that part of the year when the estimates, requisitions, and returns, require all his attention.

Respectfully, your obedient servant,

JOSEPH LOVELL, *Surgeon General.*

Hon. J. C. CALHOUN, *Secretary of War.*

SIR: ADJUTANT AND INSPECTOR GENERAL'S OFFICE, *February* 6, 1821.

In answer to your inquiry, relative to the detail of officers of the line for extra duty in this office, I have the honor to state, that there has always been one or more officers on duty in the office since the year 1810. During the war there were sometimes four commissioned officers, exclusive of the adjutant and inspector general, and the citizen clerks; since the peace, however, there has never been but one commissioned officer at a time—his principal duties have been such as are strictly military; examining recruiting papers, and tracing the military history of officers and soldiers, preparatory to answering the inquiries which are constantly made relative to their situation and service.

The allowance for such extra duty, both before the war and since, has been one dollar and twenty-five cents per day.

I have the honor to be, sir, with perfect respect, your obedient servant,

D. PARKER, *Adjutant and Inspector General.*

To the SECRETARY OF WAR.

SIR: OEFICE OF THE COM. GEN. OF SUBSISTENCE, *Washington, February* 6, 1821.

I have the honor to state, that Captain Hook was detailed for duty in this office, in October, 1818, the period at which the department first went into operation. He aided in organizing the commissariat; is charged with a portion of the correspondence of the office, the regulating the deliveries of contractors, collects the materials and makes the calculations on which estimates and contracts are predicated, and is charged under the commissary general with regulating and superintending the duties of the clerks in the office.

In addition to his duties in this office, Captain Hook has, since October, 1819, to the present time, performed the duty of superintending the recruiting for his regiment, and has recruited, organized, and sent to the regiment, two companies; and he has at this time forty men and two subalterns near Baltimore.

Lieutenant Colquhoun was brought into the office, as an assistant commissary of subsistence, to receive instruction, and to make himself conversant with the forms, returns, accounts, &c. with the view of imparting information to the assistants in the south division. Since his entrance into the office, to the present time, his services were found necessary, as, from the increased business of the office, an additional clerk or assistant had become absolutely necessary. While in the office he has received no other pay than that of an assistant commissary.

I have the honor to be, your most obedient servant,

GEORGE GIBSON, *Com. Gen. of Subsistence.*

Hon. JOHN C. CALHOUN, *Secretary of War.*

SIR: ENGINEER DEPARTMENT, *February* 6, 1821.

The officers now on duty in the engineer department are, Major Roberdeau, topographical engineer; Captain Smith, of the corps of engineers; and Lieutenant Tone, of the light artillery.

Major Roberdeau, besides his topographical duties, which are numerous and arduous, has in charge the topographical bureau, which involves a responsibility for the safety and preservation of the maps, the charts, books on engineering, and the instruments belonging to the War Department, of which it is the depository. Among the instruments are those imported for an observatory, and for the service of the triangulation survey of our coast, which were collected and fabricated under the superintendence of Mr. Hasler, who was during Mr. Madison's administration sent to Europe for the purpose, and which cost $17,167 61. These, on account of intricacy and delicacy of construction, have been especially confided to Major Roberdeau, who, by long experience in the use, together with a mechanical knowledge of instruments, is fully qualified to understand and preserve them.

The station filled by Captain Smith, of assistant to the chief engineer, has been co-existent with the establishment of the engineer department. The object in view at the time of its creation was to ensure at all times the presence of an officer acquainted with the details of service, who could supply the place of the chief engineer when absent casually, or on tours of inspection, as well as to divide with him the administrative duties of the department when more than ordinarily multiplied and pressing.

Lieutenant Tone has been recently detailed on extra duty, and temporarily attached to the engineer department, for the purpose of condensing voluminous reports, from his peculiar fitness for making calculations and tabular statements, as well for the engineer department as for the service generally.

I have the honor to be, sir, with the highest respect, your obedient servant,

W. K. ARMISTEAD, *Colonel of Engineers.*

Hon. J. C. CALHOUN, *Secretary of War.*

TREASURY DEPARTMENT, SECOND COMPTROLLER'S OFFICE, *November* 9, 1820.

The Second Comptroller has considered the reasons offered by the Third Auditor for charging the surgeon general with the amount paid to him for quarters and fuel by the quartermaster's department. The act entitled "An act regulating the staff of the army" authorizes the appointment of a surgeon general, and fixes his salary, which clearly shows that he belongs to the staff of the army. His salary has been paid to him. As other officers, he is liable to be called into active service, which distinguishes his case from that of a fixed salary officer of the civil Government.

The act of the 3d of March, 1813, required the Secretary of War to prepare regulations for the army, which, when approved by the President and laid before Congress, were to govern until revoked by the same authority. The act of the 24th April, 1816, provides for retaining those regulations, subject to such alterations as the Secretary of War may adopt with the approbation of the President; and a regulation having been made by the Secretary of War on the 10th August, 1818, allowing to the surgeon general quarters and fuel, the accounts for such allowances are legal, and must be passed.

RICHARD CUTTS.

January 30, 1821. A true copy from the original filed in this office.

RICHARD CUTTS.

Regulations and decisions of the War Department upon which extra compensation has been allowed.

JANUARY 2, 1815.

Let Captain Bender be allowed one dollar and fifty cents per day while employed on extra duty in the Adjutant and Inspector General's office.

JAMES MONROE.

Extract. JUNE 1, 1816.

Allowed, provided it does not exceed the same allowance when furnished by the quartermaster. When officers are stationed at any place where there is no quartermaster, and whose quarters are not found, such allowances will be made by the accountant without reference to the Secretary.

W. H. CRAWFORD.

MAY 12, 1818.

The officer whom General Swift may detail to aid in performing the duties of the engineering department will be allowed one dollar and fifty cents per day in lieu of quarters and fuel.

J. C. CALHOUN.

JULY 17, 1818.

An allowance of one dollar and fifty cents per day was made to the officer detailed to perform extra duty in the ordnance department, on the following endorsement on his account: "Allowed in lieu of fuel and quarters."

J. C. CALHOUN.

AUGUST 10, 1818.

Officers detailed to perform duties in the office of chief engineer, quartermaster general, adjutant and inspector general, or the chief of the ordnance, will be allowed, while performing such duties, at the rate of one dollar and twenty-five cents per day, in addition to their usual pay and emoluments. The quartermaster general will allow officers so detailed fuel and quarters, agreeably to their respective ranks.

J. C. CALHOUN.

WASHINGTON, *May* 4, 1820.

Major Roberdeau, of the topographical engineers, will be allowed one dollar and twenty-five cents per day, from the 1st of January last, for extra duty, in taking care of and preserving from injury the mathematical instruments, maps, and plans in the engineer department, agreeably to the regulation of the 10th of August, 1818.

J. C. CALHOUN.

16th CONGRESS.] **No. 206.** [2d SESSION.

FORTIFICATIONS.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, FEBRUARY 15, 1821.

SIR: DEPARTMENT OF WAR, *February* 12, 1821.

In compliance with a resolution of the House of Representatives of the 9th instant, directing "that the Secretary of War report to that House the progress which has been made by the Board of Engineers in determining the sites and plans of fortifications of the coast of the United States; the sites which may have been selected; the estimates of the expense in completing the several works; the number of troops necessary to garrison them in peace and in war; the progress made in erecting the fortifications; the advantages resulting from the system when completed, particularly in reducing the expense of defending the Atlantic frontier;" I have the honor to enclose a report of the Board of Engineers, marked A, and a report of the Engineer Department, marked B, which give the information required by the resolution.

It may be proper to observe, that the projected fortifications have been distributed into three classes, according to their relative importance, and that it is determined to erect those of the first class previous to the commencement

of the second and third classes, with the exception of the works at Mobile Point and Dauphin Island. These works were commenced in preference to those projected at Bayou Bienvenue and Fort St. Philip; for, although the latter are placed in the first class, it was not, however, deemed proper to commence with them, as they were much less extensive than the two former, and could be completed in a short time, should the state of our relations with other Powers render it necessary.

The contractors for the works at the Rigolets were, by the arrangements with them, to have erected those contemplated at Chef Menteur; but so many impediments have been encountered, that it has been necessary for them to confine their operations wholly to the former.

I have the honor to be your obedient servant,

J. C. CALHOUN.

Hon. JOHN W. TAYLOR, *Speaker of the House of Representatives.*

A.

SIR: CITY OF WASHINGTON, *February* 7, 1821.

The following summary of the operations of the Board of Engineers, called for by your order, is respectfully submitted.

The commission charged with reconnoitring the frontiers of the United States has completed the three most important sections of the maritime boundaries, viz: The coast of the gulf of Mexico, the coast between Cape Hatteras and Cape Cod, and the coast between Cape Cod and the river St. Croix. The coast between Cape Hatteras and Cape Fear has likewise been surveyed; and the only section which remains to be examined, to complete the reconnoissance of the coast, is South Carolina and Georgia.

The reports presented in 1818, 1819, 1820, and 1821, to the honorable Secretaries of the War and Navy Departments, were accompanied by every necessary plan, table, &c. and embrace every naval and military consideration, both as to the attack and as to the defence of the frontier, as to fixing the sites for the great naval depots, and as to protecting, by the general system of defence, the general system of internal navigation. We must refer to the details of these reports to show the importance of establishing a complete system for the protection of the frontiers, and the necessity of building this system upon principles harmonizing with the modern system of warfare. It will be seen that most of the existing forts only defend single points, and satisfy only a few essential conditions; and that they have not been planned with a view to the defence of the frontiers, considered as one great and combined system, whose several parts should be connected, and should mutually support each other. The navy yards (excepting that of Charlestown, near Boston) have all been improperly placed; the conveniences for the erection of the necessary establishments having alone been taken into consideration, while all the other requisites for points so important, such as security against attack by sea or land, facility for receiving all kinds of building materials in time of war as well as in time of peace, vicinity to a place of rendezvous, have been overlooked.

A defensive system for the frontiers of the United States is therefore yet to be created; its bases are: first, a navy; second, fortifications; third, interior communication by land and water; and fourth, a regular army and well organized militia: these means must all be combined, so as to form a complete system.

The navy must, in the first place, be provided with proper establishments for construction and repair, harbors of rendezvous, stations, and ports of refuge. It is only by taking into view the general character, as well as the details of the whole frontier, that we can fix on the most advantageous points for receiving these naval depots, harbors of rendezvous, stations, and ports of refuge.

On these considerations, Burwell's bay, in James river, and Charlestown, near Boston, have been especially recommended by the commission as the most proper sites for the great naval arsenals of the south and of the north. Hampton roads and Boston roads as the chief rendezvous, and Narraganset bay as an indispensable accessary to Boston roads. (See reports of 1819 and 1820.)

It is also from an attentive consideration of the whole maritime frontier, of the interior, and of the coastwise navigation, that Mobile bay on the gulf of Mexico, St. Mary's in the Chesapeake, the Delaware, New York bay, Bayard's bay, New London, Marblehead, Portsmouth, Portland, the mouths of the Kennebec and Penobscot, and Mount Desert bay, have been fixed upon as stations and ports of refuge, as necessary and essential to our merchant vessels as to our navy.

Smithville and Beaufort, North Carolina; Annapolis and Baltimore, Maryland; New Haven, Connecticut; Salem, in Massachusetts; and Wiscasset, in Maine; have likewise been examined with attention, with a view to secure them from attack by sea or land. (See reports of 1819, 1820, and 1821.)

St. Mary's river and Savannah, in Georgia; Beaufort, Charleston, and Georgetown, in South Carolina, will be examined and surveyed in the course of this year.

After determining the general and connected system of naval depots, harbors of rendezvous, stations, and ports of refuge, the commission in the next place traced the scheme of fortifications necessary to protect this system, and at the same time to guard the whole frontier against invasion. The forts projected by the commission for this purpose satisfy one or more of the following conditions:

1. To close important harbors to an enemy, and secure them to the navy of the country.
2. To deprive an enemy of strong positions, where, protected by his naval superiority, he might fix permanent quarters in our territory, maintain himself during the war, and keep the whole frontier in perpetual alarm.
3. To cover our great cities against attack.
4. To prevent as much as possible the great avenues of interior navigation from being blockaded by a naval force, at their entrance into the ocean.
5. To cover the coastwise and interior navigation, and give to our navy the means necessary for protecting this navigation.
6. To cover the great naval establishments.

A rapid review of the works which have been projected by the commission will exhibit with sufficient distinctness the advantages which must result from their construction.

In Louisiana, the forts projected at the Turn of Plaquemines, at the Bayou Bienvenue, at the Chef Menteur, at the Rigolets, form altogether a system of defence, not only covering New Orleans, but preventing an enemy from taking and holding his position at the northern point of the delta of the Mississippi, where, presenting a small front, easily fortified in a few days, and impossible to turn, he might defy all the forces of the West. Supposing

even that he were expelled from it, he might, in his retreat, pillage and burn all the habitations, and carry off the slaves, from both sides of the river, for a length of one hundred and fifty miles. This whole projected system of works will cost a little more than one million of dollars—a sum small indeed to avert such calamities, and which bears no sort of proportion to the effects which it will produce. The fortifications projected at the mouth of Mobile bay prevent, as far as practicable, its blockade, secure the communication of the Tombigbee and Alabama with the ocean, as well as that which is proposed to connect these rivers with the Tennessee; protect also the communication between Mobile bay and Lake Pontchartrain by the interior channel, lying between the main and the chain of islands bounded by Cat island to the west and Dauphine island to the east, and deprive an enemy of a station whence he might act either against New Orleans or the establishments which the United States may form hereafter in Pensacola. At present, Fort Boyer, at Mobile Point, which could not hold out three days against a regular attack, and Fort St. Philip, which is much too small and weak to defend the Mississippi, are the only protection for Louisiana.

The forts which will be projected at St. Mary's river and Savannah, in Georgia, Beaufort, Charleston, and Georgetown, in South Carolina, will have for object to secure the communication between the sea and the interior; to prevent the blockade of the rivers and harbors of these States; to secure naval stations, necessary in guarding the coasting trade; and to cover the great commercial cities against attack by land or sea.

The forts of Smithville and Beaufort, North Carolina, will have for object to close the only two important issues by which the interior of that State communicates with the ocean; they defend the access to the interior navigation, which, sooner or later, will be opened between the Chesapeake and Cape Fear river, and which, by means of canals, will secure in time of war the arrival of naval approvisionments at the maritime depot of Burwell's bay; while, in time of peace, it will give to the commerce of the country in general, and of North Carolina in particular, great facilities for avoiding the dangerous and difficult navigation of Albemarle and Pamtico sounds.

In the Chesapeake, the projected works at the entrance of Hampton roads have for object to close this road against an enemy, and to secure it to the United States; to secure the interior navigation between the Chesapeake and the more southern States; to make sure of a naval place of arms, where the navy of the United States may protect the Chesapeake and the coasting trade; to cover the public docks, &c. at Norfolk, and those which may be established in James river; and to prevent an enemy from making a permanent establishment at Norfolk.

While on this subject we will observe, that an enemy might land in Lynnhaven bay, and, in one day's march, reach the narrow position which lies to the east of Suffolk, bounded on one side by the Dismal Swamp, and on the other by Bennett's creek, near the mouth of the Nansemond; this position cannot be turned, and may easily be fortified. An enemy might there defy all the forces of Virginia and North Carolina. Secure of a retreat as long as his fleet occupied Hampton road, he would compel the United States to make the greatest possible sacrifices, both in men and money, before he could be driven out. But if Hampton road is fortified, he will only be able to anchor in the open road of Lynnhaven bay; his march thence upon Suffolk may be turned by our forces crossing at Hampton road, and he will, therefore, find it impossible to take permanent quarters in the country. The expense at which these results will be obtained is one million eight hundred thousand dollars—a trifling sum, if compared with the magnitude of the advantages which will be procured and the evils which will be averted.

At Baltimore, the forts projected at Hawkins's Point and on the shoal of Soeller's Point cover the harbor; and the last mentioned work will force an enemy to land, if he intends attacking the town, at a greater distance from it, and will thus prevent him from turning the defensive position which our forces might take against him. The batteries at St. Mary's secure a good station to the vessels of war charged with guarding the Chesapeake; protect an anchorage accessible by vessels of the largest class; and, as do also the batteries at Annapolis, offer a safe asylum to merchant vessels which might find it impossible to reach Baltimore. St. Mary's is not at all defended, and Fort McHenry, at Baltimore, has no influence whatever over an attack by land, and cannot even secure the city and harbor from bombardment.

In the Delaware, the fort on the Pea Patch island, and the one on the Delaware shore opposite, defend the water passage as far below Philadelphia as localities will permit: they force an enemy to land forty miles below the city to attack it by land, and thus afford time for the arrival of succors; they secure to the forces of the country successive defensible positions, where part may delay an enemy, while part file upon his flanks, or cross the river in his rear, and cut him off from his fleet. At present, Fort Mifflin, seven miles below the city, is the only obstacle an enemy would encounter; he might therefore land very near the city, and attack it within a few hours of his landing. The two projected forts will also have the advantage of covering the canal destined to connect the Chesapeake with the Delaware, if the junction of the canal be, as in all probability it must be, to the north of the Pea Patch.

The projected works on the waters of the Hudson and East rivers have for object to cover the city of New York against an attack by land or sea; to protect its numerous shipping; to prevent, as much as possible, the blockade of that immense river, which will soon have added to the wealth of its own shores the productions of the boundless regions on the northern and western lakes; and to cover the interior navigation which is projected to connect the waters of the Delaware with those of the bay of New York, by a canal from the Rariton. The forts projected at the Narrows, and at the pass of Throgg's Neck, on the East river, while they defend entrances into the bay, force the enemy to land in the Sound at a great distance from the city, and place Brooklyn heights at the bottom of an interior curve of the frontier of which these works occupy the extremities, in rear of an enemy moving upon Brooklyn, and afford time, by their resistance, for the militia to assemble and march to the relief of the city; thus greatly diminishing the chances of success to the enterprise. The expense of these works will be about $ 1,800,000.

As to the forts projected for the East Bank and Middle Ground, they will complete the defence of the city, by depriving an enemy of the landing place in Gravesend Bay, the only spot on the south shore of Long Island where he can safely land to march on Brooklyn. They will also deprive him of the possibility of establishing himself on Staten Island; and thus reduce the points of attack to one in the Sound. Besides thus strengthening the defences of the city, they will prevent an enemy from anchoring in the outer harbor to blockade the Hudson, alarm the country, and intercept the interior communication by the Raritan.

The harbor of New York, in its present state, is scarcely at all defended against a sea attack; and the city is not at all defended against an attack by land. An invading enemy might reach the city within two or three days, either by the Sound or harbor, and, after accomplishing his object, would find his retreat secure.

The batteries projected for New Haven protect that city against depredations, and secure a port of refuge in the Sound to merchant vessels escaping from privateers. The existing batteries are too small to offer any resistance.

The forts at New London will secure to the largest vessels a safe and excellent anchorage at all seasons: as the Thames never freezes, they protect a good station, whence our navy can, at all times, keep good watch over the coasting merchant vessels, and, especially, over the navigation of Long Island Sound.

The projected defences of Narraganset bay will deprive an enemy of the possibility of occupying that excellent roads tead, and secure it to the United States. The possession of this bay will be to us of inestimable advantage. It is the only one on the coast which vessels can enter with a N. W. wind, and as the same winds serve for entering both New York and Boston harbors, (N. N. W. to S. S. W. round by the east) while Narraganset bay is accessible with all winds from N. W. to E. round by the W.; it follows, that, on this part of the coast, vessels may be certain of making a harbor with every wind of the compass, except for the four points from N. W. to N. N. W. Narraganset bay and Hampton Roads are also the only harbors from Cape Hatteras to Cape Cod, which are proper for naval rendezvous. This bay is besides a most important station for protecting the transit of vessels from the Vineyard into Long Island Sound. If Narraganset bay was left in its existing state, as to defence, an enemy would seize it without difficulty, and by the aid of his naval supremacy, form an establishment in Rhode Island for the war. For this purpose it would be sufficient for him to occupy the position of Tiverton heights, opposite Howland's Ferry, which is of narrow front, easy to secure, and impossible to turn. He might then defy all the forces of the Eastern states; drive the United States to vast expense of blood and treasure; and, while his troops would thus put in alarm and motion all the population of the East, feigned expeditions against New York, by Long Island Sound, would equally alarm that State and the neighboring ones; and, if he merely contented himself with menacing the coast, it is difficult to calculate the expenses into which he would drive the Government. The advantages which the United States will derive from the occupation of this bay, and those of which this occupation will deprive an enemy, seem to us of infinitely more importance than the sum of $1,600,000, which will be required to close and fortify it completely.

The forts projected to cover Boston will have for object to defend the channel at its junction with the ocean, to cover Nantasket road against an attack by sea, to render any attempt against the naval depot and arsenal at Charlestown and the city of Boston impracticable, and to secure and facilitate the sailing out and in of the fleets of the United States.

The works projected for Plymouth, Provincetown, and Marblehead, will deprive an enemy who might attempt to blockade Boston of important anchorages; and, whilst the occupation of these points will render a blockade of that port almost impossible, it will secure, at the same time, a refuge to our own vessels which may be prevented by contrary winds from entering Boston harbor. These works will also deprive an enemy of landing points whence he might march upon Boston and Charlestown, and thus secure these important positions against an attack by land.

The works projected at Salem protect that city and its commerce from the depredations of a hostile naval force, and deprive the land forces of an enemy of a landing place whence the whole country might be alarmed, and the naval depot of Charlestown be menaced.

The forts projected at Portsmouth and Portland secure to the Union these ports, important both to the commercial and naval interest of the country; they protect the sailing in and out of the ships destined to guard the coasting trade. The defence of these harbors by proper forts will enable the Government to form under their cover victualling and repairing establishments, and thus convert these harbors into ports of refuge for the navy.

The works projected at the mouths of the Kennebeck, Sheepscut, and Penobscot, will secure the entrance of these rivers, protect the navy stationed on the coast to guard the coasting trade, and afford asylums to our privateers and merchant vessels when chased, and safe points whence the privateers can keep watch upon, and act against the commerce of an enemy.

The forts to be erected for the defence of Mount Desert bay will deprive an enemy of an important station whence he might menace and paralyze all the navigation of the coast of the State of Maine, and by which he would shorten the line of his operations against that of the coast of New Hampshise and Massachusetts. These forts will secure to the United States a position from which will result the following advantages: 1st, a nearer and better point of departure for operations in time of war, against the British establishments in New Brunswick and Nova Scotia, and against the commerce of those provinces. 2d. This position will protect, as far as the local circumstances of the country will allow it, the eastern extremity of the maritime frontiers of the Union, being that nearest the possessions of another Power. 3d. It will secure a port of refuge for our navy and privateers in the vicinity of a much frequented cruising ground.

From this rapid sketch we may deduce the urgent reasons and the almost absolute necessity for fortifying each of the points designated. But we refer to the reports of the commission in 1818, 1819, 1820, and 1821, for ampler information; as well as to give exact ideas of the manner in which these several points depend upon and support each other, of their mutual relations, and, in short, of all the naval and military properties of the frontier both defensively and offensively considered.

To give, however, an idea of the chain of reasoning by which the commission directed its researches, and which governed its plans, we shall select one of the plainest cases of all those which came under its consideration. We will trace, for this purpose, the attack and defence of one of our cities, in its actual state of defence, and then on the supposition that the works projected by the commission have been executed. It matters not where our choice falls; for, unhappily, all our cities are in the like predicament of total insecurity; and, as to the projected works, we believe they will place every important point of our frontier equally above every species of attack, whether by surprise or by force. We shall select Philadelphia, because its attack in neither case involves any complication in the movements for defence. We suppose an enemy to have arrived at Fort Mifflin within a very few hours of the annunciation of his appearance off the capes. His attack will be instantly made by one or other of these methods:

1st. He will transfer the troops to the row boats of the squadron and pass them by the forts, hugging the Jersey shore, while the fire of the forts is engaged by an attack of his numerous heavy ships and bomb vessels; land just below the city; seize and destroy the Schuylkill bridges, and take position north of the city, where he can only be assailed in front. His retreat will be conducted like his advance.

2d. He may land upon the Pennsylvania shore, and by a rapid march seize the Schuylkill bridges.

3d. He may land in Jersey, and cannonade the city from Camden; covering his incendiary batteries with his troops.

4th. He may assault the forts in the first place, (and he would hardly fail of capturing them,) and there will remain no further impediment to his advance upon the city, and nothing to interrupt his retreat from it. Arriving suddenly from the ocean, as he may, with an army of twenty thousand men, an able enemy *must* succeed by either of these methods, and perhaps by others more complicated; and his retreat can be effected, too, before a sufficient force can come in to jeopardize his forces. It must be remembered that an enemy has so many points of attack amongst which to choose on the instant, that our forces, divided upon them all, can offer but a slight resistance at the particular point he may prefer.

We will not suppose the lower defences completed, and an enemy suddenly arrived before them. The numerous and well covered artillery possessed by these works, and covering the obstructions which it is proposed to fix in the channel during a war, must render hopeless every attempt to force the water passage to Philadelphia, and leave him only the chance of reaching the city by land. His march will be either through Delaware or Jersey, or

by dividing his forces along both shores of the river. The defence must be nearly the same in all these cases: two corps, one in Delaware and one in Jersey, each of about two thousand men, will be prepared to meet his advance under cover of the first natural obstacles: whether these corps continue to act on different sides of the river, or unite, which, having the navigation of the river secured to them by the forts below, they are at liberty to do, will depend upon whether or not the enemy divides his forces. These corps will have improved every natural advantage beforehand by the addition of field works, and they will now defend them vigorously; every disposition they make for defence, whether feigned or real, will oblige corresponding arrangements for attack, and thus, though too inferior to resist long at any one point, their repeated efforts produce that delay which is finally to defeat the enemy's design. Considering the rapidity with which, by their command of the river, they can send detachments to strike at the rear of the enemy's columns; considering that they have constructed works of strength upon positions naturally strong; that they have destroyed the bridges and obstructed the roads; considering their superiority over the enemy in a perfect knowledge of the country, and that their forces are hourly augmenting; we cannot doubt that the march which would without resistance have consumed four days will be extended to six. The enemy, arrived at last before the city, will find all means of communicating with it destroyed or removed; and, if it be not even now too late, must instantly begin his retreat. For, should he attempt to cannonade with incendiary batteries, they can hardly begin to produce effect before he will be surrounded by greatly outnumbered forces. The tables give a concentration at Philadelphia in six days of 83,991 militia. (See report of 1820.)

From the general exposition which we have given, it will be seen that all the fortifications projected by the board are not of the same pressing necessity, nor of like importance; that some are required immediately, and that the commencement of others may be delayed. In classing them, we shall observe that the works of the most urgent necessity are those which are destined to prevent an enemy, in time of war, from forming a permanent establishment, or even a momentary one, on the soil of the Union; those which defend our great naval arsenals; and those which protect our chief commercial cities.

In the second grade we will place those which defend stations for our navy, and commercial cities of secondary importance, which, either from natural or artificial defences, existing works, &c., are not entirely without protection, and can wait until the chief and more important points are secured, at least against a first attack.

Finally, in the third class, we will range the works which will complete the defensive system in all its parts, but whose construction may, without imminent danger, be deferred until the frontier has received all the successive degrees of strength which the gradual erection of the forts of the first and second class will give to it.

The table A, joined to this report, has been drawn up on this principle, and shows:

1st. That the works to be erected during the first period will cost $8,010,054; will require 2,540 men, at most, to garrison them in time of peace, and 20,305 in case of siege.

2d. That the works of the second class will cost $4,711,031; will require 1,030 men, at most, to garrison them in peace, and 8,615 in case of siege.

3d. That the expense of the works belonging to the third class will amount to $5,073,970; their garrisons, in time of peace, to 1,120 men, and, in case of a siege, to 9,042 men.

4th. That the total expense of completely fortifying the maritime frontier will amount to $17,795,055; the troops necessary to guard these fortifications, in peace, to 4,690 men, at most, and 37,962 men in time of war; supposing them, which is beyond all probability, all besieged at once.

The time required to construct these works must depend entirely upon the annual appropriations which the nation may grant to this branch of the public service. All that can be said upon this subject is, that, in an undertaking of such vital importance to the safety, prosperity, and greatness of the Union, there should not be an instant's relaxation of effort and perseverance. A work of such magnitude must, with every possible effort, be the work of years; but each year, with *limited* means, will produce its fruit, and the final result is to endure for ages. However long it may be before sensible effects are produced, the result will be certain; and should no danger threaten the republic in our own days, future generations may owe the preservation of their country to the precaution of their forefathers. France was at least fifty years in completing her maritime and interior defences; but France, on more than one occasion since the reign of Louis XIV., has been saved by the fortifications erected by his power, and by the genius of Vauban. However slow the progress of this system may be, from the necessity of a sparing application of the public funds to this purpose, it is essential to disburse something in this way each year, so as to give to the frontier an annual increase of strength. We must therefore insist upon the advantage of dividing the construction of the works into several periods, according to their more or less immediate urgency, and of beginning them successively in that order. By these means, satisfactory results as to the augmentation of the strength of the frontier will be obtained as early as possible; whilst, if we were to begin them all at once, we should be a great while without defence upon any one point.

We shall now enter into the question of the expense of erecting these forts, and garrisoning them for war, and compare it with the expense of defending the coast in its present state. To render this question as clear as possible, we shall only examine it with respect to New Orleans, Norfolk, Baltimore, Philadelphia, New York, and Narraganset bay.

Supposing that an enemy had concentrated about twenty thousand men at Halifax or Bermuda; the United States must, on hearing of this force, at once prepare to receive them at all the points mentioned above. As it will be impossible to foresee on which of these points the first blow will be struck, it will be necessary to have troops encamped at each of them; and to meet an attack with a force at least numerically equal to that of the assailant, the force kept constantly under arms in these camps must be at least equal to one-half of the hostile expedition, whilst as many more must be kept in readiness, and within call. The points are so immediately accessible in some cases, and so remote from succor in others, that, after the point of attack is known by the appearance of the enemy before it, there will remain no time for reinforcements to arrive. By manœuvring in front of any of these places, he will induce us to concentrate our forces there, when, suddenly profiting of a favorable breeze, he will sail to another, which he may reach in a few hours and seize, if a force is not stationed there likewise at least equal to his own. Neither, in such a case, can reinforcements be directed against him in time; for all the forces under march will have received a direction upon the point he has just quitted. Our whole coast will thus, by a single expedition, be kept in alarm from Louisiana to Maine; and such is the extent and exposure of the maritime frontier, that an enemy may ruin us by a war of mere threatenings. If our cities are not garrisoned, they will become his prey at once; if they are, the treasury will be gradually emptied, the credit of the Government exhausted, the wearied and starving militia will desert to their homes, and nothing can avert the direful consummation of tribute, pillage, and conflagration.

The table B, joined to this report, shows that, to be in readiness on every vulnerable point, it will be necessary to maintain 67,000 men encamped and under arms at the six places above mentioned, and 53,000 ready to march, and within call. This number is really below that which would be required; for these points being exposed, according to our hypothesis, to an attack from 20,000 regular and disciplined troops, 20,000 militia would not be

able to repel them, unless aided by entrenchments, requiring a time to perfect them which would not be allowed us, and involving expenses which we have not comprised in our estimates. Besides, to have 20,000 men, and especially new levies, under arms, it will be necessary, considering the epidemics which always attack such troops, to carry the formation of this corps to at least 25,000 men. The State of Louisiana, being more remote from all succor, requires a larger force under arms than the other points; we have fixed this force at 17,000, considering that the State might furnish 3,000 within call.

These premises considered, and taking in all expenses, 1,000 regular troops, including officers, cost $300,000 per annum, and $150,000 for a campaign of six months; 1,000 militia, including officers, cost $400,000 per annum, and $200,000 in a campaign of six months, or $200 per man for six months.

But if we take into consideration the diseases which infallibly attack men unaccustomed to a military life, the expense of hospitals in consequence, the frequent movement of detachments from the camp to their homes, and from the interior to the camp, and the first cost in camping utensils, accoutrements, &c., which is the same for a campaign of six months as for a year, this expense cannot be rated at less than $250 for every militia man, and $250,000 for every 1,000 men for six months.

From these bases, the 67,000 men of the militia necessary to guard the above mentioned points, in the present situation of the maritime frontier, will cost, in a campaign of six months, $16,750,000.

In strict justice, we should add to this expense, which is, we believe, greatly undervalued, amongst many other things, the loss of time, and the interruption of the labor of the citizens who have left their business to assume arms for their defence. This is a real loss to the nation, and a heavy tax on individuals. And while reflecting on the dreadful mortality which rages in the camps of men unaccustomed to the fatigues and privations of a military life, we cannot help remarking how much greater the loss of a citizen is than of a soldier.

The latter is generally an isolated being; he has prepared the sacrifice of his life by entering the army; it is the peculiar and constant duty of his profession. The former is a man of business, the father of a family, and his loss involves with it a large circle of domestic sorrow and suffering.

The total expense of constructing the works at New Orleans, Norfolk, Baltimore, Philadelphia, New York, and Narraganset bay, will amount to $11,147,695. (See table B, and the reports presented in 1818, 1819, 1820.) Their garrisons might consist of the same number of regular troops in time of war as in time of peace; and the remainder might be furnished by the militia held in readiness to throw themselves into the forts on the first appearance of an enemy. By these means, 2,720 regulars, and 21,000 militia, either in the forts or in small corps upon advantageous positions, making 23,720 men, would suffice after the erection of these works, and 36,280 might be kept in readiness to march when called upon. We should have only 23,720 to pay and support, instead of 67,000; and the expense would be $5,658,000, instead of $16,750,000. The difference $11,092,000 being about equal to the expense of the forts, it follows that the cost of their erection will be compensated by the saving they make in a single campaign of six months. It is proper to add that though the expense of these works be great, that expense is never to be renewed; while with troops, on the contrary, the expense is annually repeated, if not increased, until the end of the war. Besides, the disbursements for fortifications are made in time of peace, slowly, and to an extent exactly correspondent with the financial prosperity of the country. Armies, however, are most wanted, and must be paid in periods of great emergency, when the ordinary sources of revenue are dried up, and when the treasury can only be kept supplied by a resort to means the most disagreeable to, and the most burthensome upon, the people.

The defence of our maritime frontier by permanent fortifications, and even the expense of erecting these fortifications, will thus be a real and positive economy. The points of attack being reduced to a few, instead of awaiting an attack on every point, and holding ourselves every where in readiness to repel it, we shall force an enemy to direct his efforts against these few points, with which we shall be well acquainted beforehand, and which we shall have disposed to withstand all his attempts. There is no doubt but that such circumstances will render an enemy more backward in risking his expeditions, and that we shall not only therefore be better able to resist attack, but that we shall also be less frequently menaced with invasion.

Some prominent military writers have opposed the principle of fortifying an extensive land frontier; but no military or political writer has ever disputed the necessity of fortifying a maritime frontier. The practice of every nation, ancient and modern, has been the same in this respect. On a land frontier, a good, experienced, and numerous infantry may dispense with permanent fortifications, although they would prove excellent auxiliaries and supports when properly disposed and organized; but though disciplined troops can, rigorously speaking, without their aid, cover and protect a frontier, undisciplined troops never can. On a maritime frontier the case is totally different. Troops cannot supply the place of the strong batteries which are disposed along the important places. The uncertainty of the point on which an enemy may direct his attack, the suddenness with which he may reach it, and the powerful masses which he can concentrate at a distance out of our reach and knowledge, or suddenly, and at the very moment of attack, are reasons for erecting defences on every exposed point, which may repel his attack, or retard it until reinforcements can arrive, or the means of resistance be properly organized. By land we are acquainted with the motions of an enemy, with the movements and directions of his columns; we know the roads by which he must pass. But the ocean is a vast plain without obstacles; there his movements are performed out of our sight and knowledge, and we can receive no intelligence of his approach until he has already arrived within the range of the eye. In a word, the vulnerable points of a seacoast frontier are left to their fate, if they are not covered by permanent fortifications; and their only chance of safety must then depend upon the issue of a battle, always uncertain, even when regular and well-disciplined troops, inured to danger, have been assembled beforehand, and have made all possible preparation for the combat.

If we overlook for a moment the many points of the maritime frontier which the enemy might invade with the most serious consequences to the United States; if we suppose that there exists no object on that frontier worth the trouble and expense of a great expedition, these fortifications will even yet be highly necessary; for we still have one great object to attain—the security of our navy. This cannot be protected without fortifications, especially in struggling with an adversary superior in numbers and jealous of a supremacy on which may ultimately depend his political importance. A navy can neither be augmented nor secured without fortifications, nor can it enjoy without them the advantages which the localities of the frontier might otherwise afford. Accidents may and must happen to it; and it is only in closed and fortified harbors that it can repair the losses and disasters of a course of war, and from them, when refitted and refreshed, recommence its operations. England herself, notwithstanding the great naval superiority which she possesses at this moment over the rest of the world, and the excellent organization of her militia, strengthens and augments the fortifications of her frontier every day; and no nation of Europe, France excepted, possesses a stronger and more complete system of permanent defences along its coast.

Lastly, the defensive system of our seacoast by permanent fortifications being completed, and the Union being protected against all danger of invasion from that quarter, she can direct all her resources towards her navy. Her national quarrels will then all be decided upon the ocean, and no longer upon her own territory; her wars will all

be maritime; a species of warfare in unison with the institutions of the country, less costly in men and money, and which, by keeping off all aggressions from her own territory, will preserve untouched her industry, her agriculture, her financial resources, and all the other means of supporting a just and honorable war.

As for the garrisons which these forts will require in time of war, a small portion of them, equal in number to the garrisons necessary in time of peace, may be composed of regular troops; the surplus, of militia practised to the manœuvres of artillery; for the greatest part of the troops required for the defence and service of these great coast batteries should be composed of artillery.

To this end every state might organize a certain number of battalions of militia artillery, proportioned to the exigencies and armament of the forts upon its coast, or within the sphere of activity of its military force. These battalions should be within call of the forts as long as no invading expedition is announced; but as soon as some operation of an enemy should menace the frontier, they should throw themselves into the forts, and remain there as long as the precise point of attack should remain uncertain. This system of defence for the coast was established in France, where it succeeded very well. It appears to us to harmonize as well with the institutions and spirit of the country, as with the principles of economy which should direct and govern all the expenses of the Government.

In the present report we have taken no account of the interior and land frontiers of the Union; they have not yet been sufficiently reconnoitred to enable us to give an exact idea of the system of defensive works which they may require. All that we can say by anticipation is, that, from their general topographical features, these frontiers can be covered at a very moderate expense, by such a defensive system that no enemy will be able to invade them without exposing himself to disasters almost inevitable; and that the armies of the United States, supposing all her warlike preparations well organized beforehand, will be enabled, at the very opening of the first campaign, to carry the theatre of war beyond her own territory.

If to our general system of permanent fortifications and naval establishments we connect a system of interior communications by land and water, adapted both to the defence and to the commercial interests of the country; if to these we add a well-constituted regular army, and perfect the organization of our militia, the Union will not only completely secure its territory, but preserve its national institutions from those violent shocks and revolutions which, in every age and in every nation, have been too often incident to a state of war.

Accompanying this report is a general map of the United States.

All which is most respectfully submitted.

BERNARD, *Brigadier General.*
J. D. ELLIOTT, *Captain U. S. Navy.*
JOSEPH G. TOTTEN,
Major of Engineers, Brevet Lieut. Col.

A.

Division of the proposed fortifications for the defence of the maritime frontiers of the Union, in three classes, according to the urgency of their construction, exhibiting the strength of their required garrisons in time of peace and in time of war, and the expense of erecting them.

FIRST CLASS—TO BE ERECTED DURING THE FIRST PERIOD.

DESIGNATION OF FORTS.	GARRISONS.		EXPENSE OF CONSTRUCTION.
	For a siege.	For peace establishment.	
In Louisiana.			
Fort St. Philip,	400	80	77,810
Fort at Plaquemines,	750	100	392,927
Fort at Chef Menteur,	400	80	260,517
Fort at Rigolets,	400	80	264,517
Fort at Bayou Bienvenue,	224	25	94,582
	2,174	365	1,094,353
In Virginia.			
Fort at Old Point Comfort,	2,625	600	816,814
Fort at the Rip Raps,	1,130	200	904,355
	3,755	800	1,721,169
In Pennsylvania.			
Fort at the Pea Patch Island,	1,560	150	258,000
In New York.			
Fort at New Utrecht Point,	1,140	100	424,995
Fort at Tompkins's Point,	970	100	485,988
Fort at Wilkins's Point,	1,336	100	456,845
Fort at Throgg's Point,	1,540	100	471,181
	4,986	400	1,839,009
In Rhode Island.			
Fort at Bronton's Point,	2,400	200	730,166
Fort at Dumpling's Point,	1,850	200	579,946
Fort at Rose Island,	580	25	82,411
Dyke on the N. W. passage,	-	-	205,000
	4,830	425	1,597,523
In Massachusetts.			
Fort on the channel of Boston harbor,	2,000	300	1,000,000
In New Hampshire.			
Fort at Portsmouth,	1,000	100	500,000
Total,	20,305	2,540	$8,010,054

A.—Continued.

SECOND CLASS—TO BE ERECTED DURING THE SECOND PERIOD.

DESIGNATION OF FORTS.	GARRISONS. For a siege.	GARRISONS. For peace establishment.	EXPENSE OF CONSTRUCTION.
In Alabama.			
Fort at Mobile Point,	900	100	693,292
Fort at Dauphine Island,	900	100	693,292
	1,800	200	1,386,584
In Georgia.			
Fort at Savannah,	1,000	100	700,000
In South Carolina.			
Fort at Charleston,	1,000	100	700,000
In North Carolina.			
Fort at Smithville,	400	50	100,000
Fort at Beaufort,	400	50	100,000
	800	100	200,000
In Maryland.			
Fort at Soeller's Point,	835	60	673,205
Fort at Hawkins's Point,	845	120	244,377
	1,680	180	917,582
In Pennsylvania.			
Batteries opposite the Pea Patch Island fort,	760	100	347,257
In Connecticut.			
Fort Hale,	220	25	31,815
Fort Wooster,	155	25	27,793
	375	50	59,608
In Massachusetts.			
Fort at Marblehead,	400	50	100,000
Fort at Salem,	400	50	100,000
	800	100	200,000
In Maine.			
Fort at Portland,	400	100	200,000
Total,	8,615	1,030	$4,711,031

THIRD CLASS—TO BE ERECTED DURING THE THIRD PERIOD.

In Louisiana.			
Fort at Grand Terre,	400	80	264,517
Tower at Passe aux Herons,	36	10	16,677
Tower at Bayou Dupré,	36	10	16,677
	472	100	297,871
In Georgia.			
Fort at St. Mary's river,	400	50	100,000
In South Carolina.			
Fort at Beaufort,	400	50	100,000
Fort at Georgetown,	400	50	100,000
	800	100	200,000
In Maryland.			
Fort at St. Mary's,	380	60	203,602
Fort at Annapolis,	380	60	100,000
	760	120	303,602
In New York.			
Fort on the Middle Ground,	1,760	150	1,681,411
Fort on the East Bank,	1,760	150	1,681,411
	3,520	300	3,362,822
In Connecticut.			
Fort Trumbull,	460	75	77,445
Fort Griswold,	830	75	132,230
	1,290	150	209,675
In Massachusetts.			
Battery at Plymouth,	200	50	100,000
Battery at Provincetown,	200	50	100,000
	400	100	200,000
In Maine.			
Fort on the Kennebeck,	300	50	100,000
Fort on Wiscasset,	300	50	100,000
Fort on Penobscot,	400	50	100,000
Fort at Mount Desert Bay,	400	50	100,000
	1,400	200	400,00
Total,	9,042	1,120	$5,073,970

A.—Continued. RECAPITULATION.

	GARRISONS.		EXPENSE OF CONSTRUCTION.
	For a siege.	In time of peace.	
First period,	20,305	2,540	8,010,054 00
Second period,	8,615	1,030	4,711,031 00
Third period,	9,042	1,120	5,073,970 00
Total,	37,962	4,690	$17,795,055 00

NOTE.—Although all the works to be erected in the first period are indispensable to the defence assigned to that class, it is proper to give a list which will show, by the order in which they stand, the relative importance of the works, in anticipation of such a state of the treasury as may not permit their simultaneous commencement, viz:

1st. Fort at Chef Menteur,
Fort at Rigolets,
Fort at Bayou Bienvenue,
Fort at Old Point Comfort,
Fort at Rip Raps,
Fort at Pea Patch.
2d. Fort at Brenton's or Dumpling's Point,
Dike over Narraganset passage.
3d. Fort St. Philip,
Fort at Plaquemines.
4th. Fort Tompkins,
Fort at Throgg's Point.
5th. Fort at Narrows, Boston.
6th. Fort at New Utrecht Point.
7th. Fort Portsmouth, New Hampshire.
8th. Fort at Dumpling's or Brenton's Point.
9th. Fort at Wilkins's Point.
10th. Fort at Rose Island.

Where the places are in *italic*, in the foregoing table, either the projects are as yet unfinished, or they have not as yet been commenced. The war and peace garrisons, and the expense, exhibited by the table in those cases, are, therefore, very uncertain approximation.

B.

SIR: ENGINEER DEPARTMENT, *February* 10, 1821.

So much of the information required by the resolution of the House of Representatives of yesterday's date as is contained in the following sentence, "the progress made in erecting the fortifications," will be found in the following extract from a report on the same subject, made on the 9th ultimo, for the use of the Committee of Ways and Means:

Extract.

Fort Delaware is about five-sixths finished, and will be completed in the course of this year.

Fort Washington is still further advanced, and will be finished in the course of the ensuing summer.

Fort Monroe has progressed two-fifths towards completion. Its appearance would not indicate that state of advancement, and yet the operations so far have been advantageously conducted. The reason is, that in this work, as in all works of magnitude, the operations have been mostly confined to the collection of materials, depositing them in the places where they will be used, and maturing arrangements preparatory to the commencement of constructions, and therefore make no show. The constructions of masonry were commenced last summer, in the course of which was completed a casemated work capable of presenting to the channel of entrance a battery of forty 32 pounders. The masonry, in future, by reason of the preparations above stated, in which are included immense excavations, part of them applied to the opening of a canal following the course of the ditch around the work, having locks, &c., from the use of which great facilities and economy in transportation of materials, &c. may be expected, will be carried on with rapidity. The fort will be completed in five years.

Fort Calhoun has received one-half of the stone intended for the formation of the breakwater, or that part of its foundation to be below the surface of the water; the remainder will be deposited in the course of next year; after which it should be permitted to settle one or two years before the superstructure be commenced, the completion of which will occupy three years more.

The fort on Mobile Point exhibits but little advancement. The impracticability of procuring the requisite materials by purchase obliged the contractor to fabricate them; and the means by which even that could be effected were difficult of attainment, in some instances it having become necessary to create them. Under such embarrassments much delay was unavoidable; nevertheless, extensive arrangements for the preparation and transportation of materials have been matured. According to the terms of the contract, this fort should be completed on or before the 1st of next July; but the difficulties above stated will no doubt protract the completion to at least two years beyond that period.

The fort on Dauphin island, although in all respects situated similarly to that on Mobile Point, is in better condition. The period limited in the contract for its completion will expire on the 1st December next, but the fort will not be finished until some time in the following year.

The fort on the Rigolets Pass, under circumstances not materially differing from those stated in reference to the two works last noticed, has been more successfully managed than either of them. The contract will expire on the 1st December next, and the work will probably be completed within that time, or shortly after.

All which is respectfully submitted.

W. K. ARMISTEAD, *Colonel of Engineers.*

The Hon. J. C. CALHOUN, *Secretary of War.*

B.

Statement exhibiting the cost of the projected fortifications for sea-coast defence; the forces necessary to protect them with the existing works; the forces necessary for perfect security, with the aid of the proposed defences; and the expense of the troops in both cases.

PLACES.	Aggregate cost of the proposed works.	Comparison of the force necessary to defend them without or with the projected works.						Expense of the troops kept under pay, with the existing works. N. B. Supposing them all militia, and serving six months, and costing, on average, $250 per man.	Expense of the troops kept under pay, with the proposed works.		
		Number of troops necessary with the existing works.		Number of troops required with the projected works.							
				Under pay.			Within call.		Expenses of the regulars for six months, at 150 dollars per man.	Expenses of the militia for six months, at $250 per man.	Expenses of militia and regulars.
		Under pay.	Within call.	Regulars.	Militia.	Total.	Militia.				
New Orleans,	$1,094,355 55	17,000	3,000	365	5,000	5,365	4,635	$4,250,000	$54,750	$1,250,000	$1,304,750
Norfolk,	1,731,170 35	10,000	10,000	800	4,000	4,800	5,200	2,500,000	120,000	1,000,000	1,120,000
Baltimore,	917,542 58	10,000	10,000	180	3,000	3,180	6,820	2,500,000	27,000	750,000	777,000
Philadelphia,	605,257 71	10,000	10,000	250	3,000	3,250	6,750	2,500,000	37,500	750,000	787,500
New York,	5,201,844 27	10,000	10,000	700	3,000	3,700	6,300	2,500,000	105,000	750,000	855,000
Narraganset Roads,	1,597,524 83	10,000	10,000	425	3,000	3,425	6,575	2,500,000	58,750	750,000	808,750
Total,	$11,147,695 29	67,000	53,000	2,720	21,000	23,720	36,280	$16,750,000	$403,000	$5,250,000	$5,653,000
		Total, 120,000		Total, 60,000							

RECAPITULATION.

Expense for defending the above mentioned points during a campaign of six months, with the existing works,	$16,750,000
Expense for defending the above mentioned points during a campaign of six months, with the projected works,	5,658,000
Difference,	$11,092,000

N. B. In one campaign of six months the difference of expense between the two systems will amount, within a few thousand dollars, to the whole cost of the projected works. The expense of the troops above stated results from a calculation which gives the expense of a regular soldier $300 per annum, and the expense of a militia soldier $500 per annum; the expense of officers being, in both cases, included. No attempt to estimate the enormous contingent expenses in assembling, organizing, and providing, militia forces, of hospitals, waste of property, loss of time, &c. will avail. The above estimate is, undoubtedly, below the real cost. The forces under pay, necessary for defence with the proposed works, consist of the peace establishment, garrisons of forts, (for which see the reports of 1818, 1819, 1820,) doubled by additions of militia, and moveable corps of militia, stationed upon the approaches of an enemy.

16th Congress.] No. 207. [2d Session.

MILITIA FINES.

COMMUNICATED TO THE SENATE, FEBRUARY 16, 1821.

SIR: DEPARTMENT OF WAR, *February* 14, 1821.

In compliance with the resolution of the Senate of the 15th of May, 1820, that the President of the United States be requested to cause to be laid before the Senate, at their next session, a statement of the number of militia from each State, that were called into the public service by orders of the President of the United States, of the number furnished by each State, the number recognized by the United States from each State, and the period of their service; of the amounts of fines imposed for neglect of duty, distinguishing the number of persons on whom fines have been imposed, the sums collected by the respective marshals, the sums paid by them respectively into the Treasury of the United States; the expenses of the courts-martial in the several States; and the number and amount of fines so imposed that have been remitted within the States respectively. I have the honor to transmit extracts of Executive orders to governors of States and Territories, officers commanding districts, &c., calling out militia during the late war with Great Britain, marked A; statements from the third Auditor of the Treasury, of the numbers of the militia of each State and Territory in service during the late war, and of advances and expenditures on account of general courts-martial held for the trial of militia delinquents, marked B and C; and a report of the First Comptroller of the Treasury in relation to the fines imposed for neglect of duty, and the collection of the same, marked D; which comprise all the information which this department can furnish.

I have the honor to be, your most obedient servant,

J. C. CALHOUN.

The PRESIDENT *of the Senate.*

[NOTE. The statement A is omitted as immaterial.]

SIR: TREASURY DEPARTMENT, THIRD AUDITOR'S OFFICE, *December* 14, 1820.

Pursuant to the resolution of the Senate of the United States, passed on the 15th of May last, I have the honor to transmit herewith a statement of the numbers of the militia of each State in service during the late war, [see No. 202,] and also a statement of advances and expenditures on account of general courts-martial for the trial of militia delinquents called into the United States' service. The former of these statements, it may be proper to observe, does not exhibit, as required by the resolution, the number of militia from each State that were called into service by the orders of the President of the United States; the documents on file in this office not affording any evidence on that point. The information can, however, it is presumed, be derived from the records of the Department of War. Other information is also required by the resolution, which cannot be furnished from this office.

With great respect, your most obedient servant,

PETER HAGNER, *Auditor.*

The Hon. J. C. CALHOUN, *Secretary of War.*

[For the statement to which the following notes refer, see No. 202.]

TREASURY DEPARTMENT, THIRD AUDITOR'S OFFICE, *December* 15, 1820.

NOTE.—It cannot be ascertained from the documents on file in this office, what portions of the militia mentioned in the foregoing statement, were called into service by orders of the President of the United States. The numbers exhibited therein are those of all the militia, which by the accounts rendered, are shown to have been furnished by the several States, and whose services have been recognized by the United States. The services of the militia of the State of Connecticut were not recognized by the United States after the 12th September, 1814, the day on which they were withdrawn from the command of the United States' officer; and of some called out prior to that time, the services were not recognized by the United States, because the terms on which the United States officer proposed to accept them, were not acceded to by the State. The militia called out by the authority of the State of Connecticut, whose services were not recognized by the United States, were, one general officer, five general staff, seven field officers, ten regimental staff, eight non-commissioned staff, seventeen captains, forty-nine subalterns, one hundred and ninety-three non-commissioned officers, fifty-seven musicians, and one thousand one hundred and twenty-four privates. The State of Massachusetts appears, by a claim presented, to have had in pay sundry regiments of militia, whose services, it is understood, were not authorized by the General Government: the claim being unaccompanied by the rolls of these militia, their numbers or the periods of their service cannot be designated. And advances, amounting to $121,510 56 cents, appear to have been made by the United States, to paymasters and others, for pay of militia in service in several of the States, the numbers or periods of service of which cannot be stated, the accounts not having yet been rendered.

The course pursued in ascertaining the numbers inserted in the preceding statement has been, to take the total number of individuals mustered on each roll, whether of a company, or of the field and staff of a regiment, brigade, or division, without regard to any decrease occasioned by death or otherwise, during the period of service therein expressed.

In cases (which were of frequent occurrence,) where the commencement of service was in one year, and the termination in another, the rule has been to enter the numbers as of that year in which the militia were longest in service.

The same troops, with some variation of officers or organization, appear, in many instances, to have been several times in service during the same year: this was oftenest the case in sections of country most exposed to the incursions of the enemy, in the States of New York, Connecticut, Pennsylvania, Virginia, Kentucky, Tennessee,

Ohio, Mississippi, and especially Maryland. In the State last mentioned, during each of the years 1813 and 1814, short tours of duty appear to have been performed by the same militia, from six to ten different times. In these and all similar cases, the militia have been enumerated and entered, as often as they were found to have been in service.

PETER HAGNER, *Auditor.*

C.

Statement of advances and expenditures on account of general courts-martial held for the trial of militia delinquents, called into the service of the United States in the late war with Great Britain.

STATES.	YEARS.				Total Amount.
	1812.	1813.	1814.	1815.	
New Hampshire, - - - -	233 88	- -	- -	- -	$233 88
New York, - - - -	- -	$4,754 05	$16,867 14	$33,807 30	55,428 49
Pennsylvania, - - - -	- -	234 33	4,988 40	36,309 04	41,531 77
Amount, - -	- -	- -	- -	- -	$97,194 14

The above statement exhibits the sums advanced and disbursed for services and expenses attending the trial of militia delinquents, so far as the same have been ascertained from the accounts of the several disbursing officers settled and rendered at this office; other expenses for that service have doubtless been incurred, the accounts for which have either not been rendered, or are so ingrafted in the accounts of disbursing officers as not to be ascertained, from the circumstance of its not being stated that the officers paid were on court-martial duty.

TREASURY DEPARTMENT, THIRD AUDITOR'S OFFICE, *December* 15, 1824.

PETER HAGNER, *Auditor.*

D.

SIR: TREASURY DEPARTMENT, COMPTROLLER'S OFFICE, *February* 10, 1821.

I had the honor to receive your note of the 10th of October last, enclosing a copy of a resolution of the Senate of the United States, passed on the 15th May preceding, and requesting me to report to you upon such part of the resolution as referred itself to this office, at as early a period as practicable.

In reply, I have to state that, on the 30th October last, a circular was written by this Department to the marshals concerned, a copy of which is enclosed, numbered 1; together with the following statements, which comprise all the information I am able, from the returns made to me, to give on the subject-matter of the resolution, viz:

No. 2. Is a statement exhibiting the number of persons fined in each State, and the total amount of fines assessed.

No. 3. Is a copy of a letter from the marshal of New Hampshire, showing the disposition of the money collected by him for militia fines.

No. 4. Is a copy of a letter from the present marshal of Vermont dated the 9th November, 1820, from which it appears he never received moneys on account of militia fines. From his predecessor it does not appear that any return was received.

No. 5. Is a copy of a communication received from the marshal of New York, under date of the 26th November last, in reply to the circular from this Department on the subject-matter of the resolution of the Senate.

No. 6. Is a return made by the marshal of New York, showing the amount of fines collected and from whom collected. (Omitted because its results are stated in No. 5.)

No. 7. Is a statement made by the same marshal, showing the disposition of the money collected by him. (Omitted because its results are stated in No. 5.)

No. 8. Is a copy of a letter received from the present marshal of Pennsylvania, dated January, 1821, showing the disposition of the militia fines collected by his deputies.

No. 9. Is an abstract rendered by the same marshal, showing the amount of fines collected by his deputies, and specifying the names of the persons from whom collected. (Omitted; see No. 8 for aggregate.)

No. 10. Is an abstract rendered by the same marshal, showing the remissions and mitigations of fines by the Governors of the State of Pennsylvania, from the 20th January, 1815, to the 25th December, 1820, inclusive, the names of the persons in whose favor the remissions and mitigations were made; the amount of fines, and the amount remitted and mitigated. (Omitted; amount remitted and mitigated is $26,156 49.)

No. 11. Is a copy of a letter from the former marshal of Pennsylvania, dated the 21st December, 1815, stating that his disbursements, on account of courts-martial, exceeded the amount of fines collected by him by the sum of $3,742 34.

No. 12. Is a copy of a letter received from the present marshal of Maryland, stating that no militia fines had been collected by him, and that he did not expect to receive any account of militia fines.

No. 13. Is a copy of a letter received from the former marshal of Maryland, dated the 23d August, 1817, stating the difficulties he had to encounter in endeavoring to make collections of militia fines; subsequently to which no further information was communicated by him.

No. 14. Is a copy of a letter addressed to the marshal of Virginia, which will show the footing on which the collection of fines in that State has been placed. This marshal has made no return in compliance with the circular of this Department, under date of the 30th of October last.

No. 15. Is a copy of a letter received from the marshal of Ohio, dated the 8th November last, from which it appears probable that no militia fines were collected in that State.

No. 16. Is a copy of a letter received from the marshal of East Tennessee, dated the 6th November, 1817, from which it appears that the courts had decided against the legality of the militia fines imposed in that State; that some collections had been made, and were deposited in bank, but that the persons who had paid their fines had made application for a return of the same, which would, probably, have to be done.

No. 17. Is a copy of a letter received from the same marshal, showing the amount of fines collected by him, and stating that the money still remains deposited in bank.

No. 18. Is a copy of a letter from J. Childress, former marshal of West Tennessee, dated the 15th November, 1817, from which it appears that no militia fines were collected in his district.

No. 19. Is a statement of the Register of the Treasury, showing the amount of moneys paid into the Treasury of the United States, arising from militia fines.

From the marshal of Kentucky no return has been received.

I have the honor to be, with great respect, your obedient servant,

JOSEPH ANDERSON, *Comptroller.*

Honorable JOHN C. CALHOUN, *Secretary of War.*

No. 1.

Circular to certain marshals.

TREASURY DEPARTMENT, COMPTROLLER'S OFFICE, *October* 30, 1820.

In the circular from this Department, of the 5th May, 1818, is the following request:

"You will be pleased to keep a specific account of all the moneys you have received or shall receive on account of said fines, (alluding to militia fines,) and render a statement thereof to this Department, together with the names of the persons, the place of residence, and the amount of the specific sum received by you."

By a resolution of the Senate of the United States, passed on the 15th of May, 1820, the President of the United States is requested to cause to be laid before that branch of the Legislature, at the next session, a statement comprising, among other things, the amount of fines imposed for neglect of duty; the number of persons fined; the sums collected by the respective marshals; the sums paid by them respectively into the Treasury of the United States; the expenses of the courts-martial in the several States; and the number and amount of fines so imposed, that have been remitted within the States respectively.

Not having received any returns from the marshals, embracing any of the objects of inquiry in the resolution of the Senate, I have to call your immediate attention to the subject, and to request that the information wanted may be forwarded without delay.

Respectfully, JOSEPH ANDERSON, *Comptroller.*

To Michael McClary, marshal of New Hampshire; Heman Allen, marshal of Vermont; Thomas Morris, marshal of New York; John Conard, marshal of Pennsylvania; Paul Bentalou, marshal of Maryland; Andrew Moore, marshal of Virginia; John Hamm, marshal of Ohio; John T. Mason, marshal of Kentucky; Charles T. Porter, marshal of East Tennessee; Robert Purdy, marshal of West Tennessee.

No. 2.

Statement exhibiting the number of persons fined in each State, and the amount of fines assessed.

STATES.	Number of persons fined.	Amount.
New Hampshire	3	$120 00
Vermont, (no return received.)		
New York,	3,393	188,114 00
Pennsylvania,	5,837	243,609 41
Maryland,	227	15,154 00
Virginia,	204	15,377 00
Ohio,	5	456 00
Kentucky,	115	7,144 00
East Tennessee,	121	10,703 00
West Tennessee,	40	3,008 00
Total	9,945	$483,685 41

No. 3.

SIR: EPSOM, *November* 13, 1820.

Your letter of the 30th ultimo is received, and for answer I make the following statement: That, sometime in the fall of the year 1812, I received three receipts directing me to collect three fines of militia delinquents, of forty dollars each, against the following persons, viz. Edmond Roberts, Gilman Leavitt, Jun., and Joseph Lowe, Jun. all of Portsmouth, in the State of New Hampshire; early in the year 1813 I collected said fines, and soon after wrote the Comptroller for directions how to appropriate the money; and by his letter to me in answer, of the 14th of December, 1814, he directed me to "retain" the money in my hands towards defraying the expenses of courts; to forward a receipt to the Secretary of the Treasury of the amount, and also to credit the said sum in my account as marshal; all of which I complied with, and in my next account for the expenses of courts, (after deducting five per cent. commissions for collecting, the whole amount being $120,) I credited the United States with the sum of $114, and have been charged with the same at the Treasury. This is all the money for fines assessed on the militia I have ever received since being in office, and all I believe that has been collected in this district. The amount of the expenses of the court-martial I know nothing of, as no return was ever made to me. In my letter to you of the 18th May, 1818, in answer to your circular of the 5th of the same month, I made nearly the same statement to you that I now have.

I am, very respectfully, your humble servant,

MICHAEL McCLARY.

JOSEPH ANDERSON, Esq.

No. 4.

SIR: BURLINGTON, *November* 9, 1820.

I have the honor to acknowledge the receipt of your favor of the 30th ultimo, and to inform you that I have never received any moneys on account of militia fines, or had in my hands any process for the collection of any such fines.

Your circular of the 5th of May, 1818, must have been received by my predecessor in office, and never delivered over to me.

I am, respectfully, your obedient servant,

HEMAN ALLEN.

Hon. JOSEPH ANDERSON, *Comptroller of the Treasury.*

No. 5.

SIR: NEW YORK, *November* 26, 1820.

Your circular of the 30th of last October has been duly received, and, in conformity to it, I now enclose a statement showing that the amount of court-martial fines, collected by me, is $25,541; that, out of this sum, fines to the amount of $8,475 have been remitted by the President of the United States, and repaid to the parties; and that the sum of $15,794 54 has been paid to the members of the court, and to counsel employed, with the sanction of the President of the United States.

As the resolution of the Senate of the United States calls, among other things, for a statement of the amount of fines paid by the marshal into the Treasury, it may not be improper to remind you that those collected by me have been disposed of in conformity to the instructions of your Department, and that of the Secretary of War, to whom you directed me, in your letter of the 6th of May, 1818, to account for the receipt and expenditure of such moneys as I might collect, and to pay the same to the members of the court, agreeable to such instruction as I might receive from him.

The number of court-martial delinquents, against whom certificates have been deposited with me, is two thousand and seventy-five, and the total amount of fines imposed is $125,622.

I have frequently stated to the War Department the difficulties attending the collection of these fines; the time which has elapsed since they were imposed, the death of many of the parties, the insolvency of others, the scarcity of money, and total inability to raise it even among many of those who have property, and the spirit of litigation which, in some countries, has been infused into the delinquents, who have been taught to believe that the proceedings of the Government and of the court-martial have been illegal and irregular, have all united to embarrass and delay the collections, and have given rise to a variety of suits against the deputy marshals, which will ultimately be attended with considerable expense.

I have the honor to remain, sir, your obedient servant,

THOMAS MORRIS.

Hon. JOSEPH ANDERSON, *Comptroller.*

No. 8.

SIR: MARSHAL'S OFFICE, PHILADELPHIA, *January*, 1821.

Agreeably to the instructions contained in your letter of the 30th October last, I send herewith an abstract of militia fines collected by my deputies, as far as returns have been made to me, prior to the 1st instant, amounting to the sum of - - - - - - - - - - $3,671 30

Deducting therefrom 5 per cent., say - - - - - $183 56

Paid to the members of a court-martial, held in Chester county, for 2d brigade, 3d division, for their services and contingent expenses, agreeably to your instructions of the 31st March, 1819, - - - - - - 3,407 00——3,590 56

Leaving a balance in my hands of - - - - - - $ 80 74

There are some collections made that are not returned, and some account of moneys paid for defending several suits which had long been depending against some of the officers, most of which are now finally settled. As soon as these returns come to hand they shall be forwarded.

I have also at length obtained a list of all the fines that have been remitted and mitigated by the Governors of this State since the late war, up to the 25th day of December last, an abstract of which is also herewith enclosed. Of the whole amount of the expenses of the courts-martial in this State I have no knowledge, owing to the papers having never been restored to this office by the late marshal and his deputies, of which I have heretofore informed you.

If it is the intention of Government to prosecute the collection of the remaining fines, I would suggest the necessity of my being furnished with copies of the proceedings of the courts-martial from your office, with the exception of those of the 1st brigade, 2d, 3d, 5th, and 6th divisions, and the 2d brigade, 6th and 7th divisions, which are the only papers in my possession or my deputy's. If I had those papers, I think I could in a short time make a final settlement of this unpleasant business.

I have not forwarded those vouchers of the court-martial for the 2d brigade, 3d division, to the War Department for adjustment, not knowing to which of the auditors to direct them.

Respectfully, your obedient servant,

JOHN CONARD, *Marshal Eastern Dist. of Penn.*

The Hon. JOSEPH ANDERSON, *Comptroller of the Treasury.*

No. 11.

SIR: MARSHAL'S OFFICE, PHILADELPHIA, *December* 21, 1815.

You have herewith a copy of a communication made to me by members of a court-martial, together with my answer. I can add little more for your information than that I have paid, for expenses and claims of compensation, the sum of $2,742 34 more than has been collected in this division; and, under existing circumstances, to enforce payments would involve me in a great many suits, perhaps equal to the number of delinquents.

The difficulty arises, as it is stated by the delinquents, from the irregularity and illegality of the proceedings.

Most respectfully I am, sir, your obedient servant,

JOHN SMITH, *Marshal.*

The COMPTROLLER OF THE TREASURY.

No. 12.

SIR: BALTIMORE, *November* 3, 1820.

I hasten to acknowledge the receipt of your letter dated 30th ultimo, but post-marked 1st instant, and to assure you that I have not received any moneys, nor do expect to receive any, on account of militia fines, as nothing of that nature has come to my knowledge since my appointment. If there has been any thing of the kind within this district, it must have taken place during the time of my predecessor; and I do not know any person from whom I could obtain satisfactory information upon that subject.

The only apology I can offer for my remissness in not answering your circular of the 5th of May, 1818, is, that having received it shortly after my appointment, inexperienced as I then was, I probably thought that, as I had nothing to account for of what was demanded, no answer was required.

Very respectfully I am, sir, your most obedient servant,

PAUL BENLATON, *Marshal Dist. of Maryland.*

The Hon. JOSEPH ANDERSON, *Comptroller of the Treasury, Washington.*

No. 13.

SIR: BALTIMORE, *August* 23, 1817.

I have received yours of the 13th instant, respecting the militia fines. I began the collection of those fines last summer, but soon found it attended with so many difficulties, that I thought it best to suspend any further collections for the present. When I seized their property, they got a replevin out of Baltimore County Court, and took the property out of my possession. I then seized their persons; to prevent their going to jail they paid me the fine, but immediately brought suit in the County Court to recover it back again. Some of the Society of Friends went to jail; they were pardoned by the President. Mr. Monroe, while acting as Secretary of State, directed me not to execute any more of the Society of Friends, or others whose families would be distressed by the payment of the fines. There is another class of people who have been improperly fined; they had removed their families into the country; at the time the militia was called out the officers in the country enrolled them, and levied fines, at the very time they were serving in the city militia in companies they had belonged to before they were called into service. I saw a number of them on the battle ground, and one man lost his leg at Fort McHenry; yet he is fined forty dollars. The Society of Friends, the very poor people, and those improperly fined, take in nearly the whole, for there were very few fines levied; out of nine regiments in Baltimore city and county, only three have laid any fines. General Winder and some of the other attorneys have given an opinion that none of the fines can be legally collected, on account of the courts-martial not being legally instituted; the objection, as I understand, is, that the court-martial was not ordered until they were all discharged from the service of the United States, and then it consisted of officers some of whom had never been called into service. I am waiting the issue of the suits in Baltimore County Court, and, if I am not obliged to refund, I will immediately account to you for what I have received.

I am, with respect, your obedient servant,

THOMAS RUTTER.

JOSEPH ANDERSON, Esq., *Comptroller of the Treasury, Washington.*

No. 14.

SIR: TREASURY DEPARTMENT, COMPTROLLER'S OFFICE, *June* 14, 1815.

After a consultation with the President and Secretary at War, and a deliberate consultation of the subject of militia fines, &c., I have to advise you, that where the opinion of Judge Marshall, as stated in the case of William Mead, applies, you will suspend the collection of fines; but where they have been regularly imposed, in the course suggested by the Chief Justice, they may be collected.

I have written to Mr. Hay, the district attorney, somewhat more fully. You will be pleased to consult with him in your further proceedings in this business.

As it will be convenient for you to obtain a copy of the opinion in the case of Mead, I have declined enclosing one.

With due respect,

JOSEPH ANDERSON, *Comptroller.*

ANDREW MOORE, Esq., *Marshal of Virginia, Richmond.*

No. 15.

SIR: MARSHAL'S OFFICE, DISTRICT OF OHIO, ZANESVILLE, *November* 8, 1820.

I have received your circular of the 30th ultimo, on the subject of militia fines in this district. I wrote to you on the 6th April, 1816.

This business has been altogether performed by the State officers. The Legislature, by a special act, as I am informed, directed the levy and collection to be made by the sheriffs of the respective counties, so that no money has ever been by me collected as *militia fines* in this district; added to which, upon consultation at that time with the attorney of the district, he gave it to me as his opinion, that, owing to the informality and illegality of their proceedings, it was impracticable for the marshal to collect the fines if undertaken by him.

I have the honor to be, sir, yours, very respectfully,

JOHN HAMM, *Marshal.*

Hon. JOS. ANDERSON, *Comptroller.*

No. 16.

SIR: NOVEMBER 6, 1817.

Those of the militia who were ordered into the service of the United States during the late war, and failed to obey the requisitions of the President of the United States, were fined by courts-martial, composed of officers not in the service of the United States at the time fines were assessed, and I was directed to collect such fines. I proceeded so to do, and collected from a number, and deposited such sums in the State bank of Tennessee. From a late decision in the Supreme Court of Tennessee that the courts-martial had not the power to assess the fines, (therefore illegal;) that being the case, those of the delinquents who had paid these fines have demanded of me such sums as have been paid. You will be so good as to advise whether the money collected is to be paid or not back to those tories. I am fully impressed that the decision of our courts will be in their favor.

I am, with due respect,

CHAS. T. PORTER, *Marshal East Tennessee.*

Hon. JOSEPH ANDERSON, *Comptroller.*

N. B. Jacob Peck, Esq. informed me he would transmit to you a decision of the Supreme Court on the illegality of the late militia fines; you will be so good as to transmit such directions as are to be my government respecting these deluded people.

C. T. P.

No. 17.

SIR: CHEEK'S CROSS ROADS, *December* 26, 1820.

In compliance with your request annexed, I transmit you the amount of militia fines collected and deposited by me in the bank of Tennessee, in Knoxville, specifying the precise time of the deposites, of which I advised you at the time they were made, and from whom they had been received; but at present I am not able to ascertain their names and residences correctly, owing to the proper documents in which they were entered having been lost or mislaid, but presume you have them in your office.

February 22, 1815, deposited,	$ 508 25
March 11, 1815, deposited,	47 50
April 18, 1815, deposited,	912 00
October 22, 1815, deposited,	225 00
April 18, 1816, deposited,	100 00
	$1,792 75

Also, the further sum of $2,665, deposited from the sale of the barrack's lot in the town of Knoxville, on the 21st August, 1816; which several sums are in the said bank of Knoxville, subject to order from the proper Department. I trust that the above statement will be found satisfactory and correct, as the above sums deposited for delinquent militia are the whole sums collected, except five per centum retained for my fees in the collecting the same; also, thirty-five dollars for the sale of the barrack's lot in the town of Knoxville, as before stated.

I am, respectfully, your obedient servant,

CHAS. T. PORTER, *Marshal East Tennessee.*

Hon. JOSEPH ANDERSON, *Comptroller.*

No. 18.

SIR: DISTRICT OF WEST TENNESSEE, NASHVILLE, *November* 15, 1817.

I have the honor of enclosing to you for your inspection copies of two letters from the Comptroller of the United States, dated March 20, 1816, and August 13, 1817, on the subject of militia fines; and also copies of the returns sent to me of the proceedings of the courts-martial who assessed those fines. The object of laying these documents before you is to obtain your instructions how I am to act on this subject. Soon after the returns were placed in my hands, I proceeded to the collection, and did actually levy on property, but the owner brought the subject before the judge of the District Court of the United States, and he decided the proceedings of the court-martial illegal. In consequence of this decision, and the instructions of the Comptroller, I stopped the collection without having received one cent on those returns, and no new courts-martial have been ordered or held to my knowledge; and, indeed, I think it would be useless to attempt the collection, or order other courts-martial, as the persons subject to fine were of the lowest class of citizens, had very little property, and no settled places of residence, and four-fifths of them have since dispersed to the Missouri and the Alabama Territories and other parts unknown; and what few yet remain in my district would, were I to proceed with the collection, commence suits against me, and I should be harassed with law-suits and involved in much expense.

I have the honor to be, sir, your obedient servant,

J. CHILDRESS, *Marshal.*

The Hon. the SECRETARY OF WAR.

No. 19.

Statement of the sums paid by the marshals into the Treasury of the United States on account of militia fines collected under the act of Congress of February, 2, 1813.

John Smith, late marshal of the district of New York, for warrant No. 3,117, drawn on him, dated December 31, 1818, being the nett amount of fines levied and collected by William Hoyt, deputy marshal, under a warrant dated March 1, 1814, issued by James Talmadge, Jun., president of a court-martial, in pursuance of the second section of "An act entitled an act supplementary to an act to provide for calling for the militia," &c. passed February 2, 1813, - - - - - - $577 60

JOSEPH NOURSE, *Register.*

TREASURY DEPARTMENT, REGISTER'S OFFICE, *February* 10, 1821.

16th CONGRESS.] **No. 208.** [2d SESSION.

THE MILITIA.

COMMUNICATED TO THE SENATE, FEBRUARY 26, 1821.

To the Senate of the United States: WASHINGTON, *February* 24, 1821.

I transmit to Congress a letter from the Secretary of War, enclosing "an annual return of the militia of the United States, prepared by the adjutant and inspector general, conformably to the militia laws on that subject."

JAMES MONROE.

SIR: WAR DEPARTMENT, *February* 17, 1821.

I have the honor to enclose an annual return of the militia of the United States, which has been prepared by the adjutant and inspector general, conformably to the militia laws on that subject.

I have the honor to be, your most obedient, humble servant,

J. C. CALHOUN.

To the PRESIDENT OF THE UNITED STATES.

SIR: ADJUTANT AND INSPECTOR GENERAL'S OFFICE, *February* 15, 1821.

I have the honor to lay before you the annual abstract of the returns of the militia of the several States and Territories for the year 1820, with an account of arms, accoutrements, ammunition, and ordnance belonging to each, as far as the returns for that year have been received at this office.

The first section of the act of March 2d, 1803, for establishing a uniform militia throughout the United States, provides "that it shall be the duty of the adjutant general of the militia, in each State, to make returns of the militia of the State to which he belongs, with their arms, accoutrements, and ammunition, to the President of the United States, annually, on or before the first Monday in January, in each year; and it shall be the duty of the Secretary of War from time to time to give such directions to the adjutant general of the militia as shall, in his opinion, be necessary to produce a uniformity in the said returns; and he shall lay an abstract of the same before Congress on or before the first Monday of February, annually." The dates of the several returns show how far the law has been regularly complied with.

I have, for many years, endeavored to keep up a correspondence with the adjutants general of States and Territories, and have found them always disposed to discharge their duties. A defect appears to exist in some of the State laws, as the enclosed copies from the adjutants general of Maryland and Delaware will show.

I have delayed the report to this time, expecting further returns.

I have the honor to be, with perfect respect, your obedient servant,

D. PARKER, *Adjutant and Inspector General.*

To the SECRETARY OF WAR.

SIR: ADJUTANT GENERAL'S OFFICE, ANNAPOLIS, *November* 11, 1819.

Your letter of the 26th of August last, having been mislaid during my absence from town, has remained so long unanswered. I have now to acknowledge its receipt, as also the forms it covered. It is impossible for me to say when a return of the militia of this State may be expected. I have exerted myself to procure a return ever since my appointment, but have not yet succeeded, nor is it probable that I shall, while our militia laws remain so defective.

I have the honor to be, very respectfully, your obedient servant,

RICHARD HARWOOD, OF THOS., *Adj. Gen. Md. Militia.*

DANIEL PARKER, *Adj. and Insp. Gen., City of Washington.*

SIR: SMYRNA, *December* 22, 1820.

An act of Congress, approved March 2, 1803, entitled "An act more effectually to provide for the national defence, by establishing a uniform militia throughout the United States," enjoins the duty on the adjutants general of the respective States to make returns of the force of the militia, of the arms, accoutrements, and ammunition, to the President of the United States, on or before the first Monday of January in each year.

In obedience to the above recited act of Congress, I have the honor to inform you that the Legislature of Delaware passed an act at Dover, February 2, 1816, entitled, "An act to repeal military fines for non-attendance on days of parade, and for other purposes," rendering entirely inoperative "An act to establish a uniform militia throughout this State," passed August 10, 1807, and supplements thereto of May 25, 1812, and January 30, 1813. The consequences naturally flowing from that law have been a total neglect of every appearance of military duty; for, in removing the obligation to muster, on the part of the private, every incentive having a tendency to urge the officer to the performance of his duty ceases to exist: and if, in addition to these causes, we take into consideration the circumstance of the vacation of almost all of those officers by death, resignation, or the expiration of the term of office, and no new appointments being made by the Executive authority, the utter inability of the adjutant general to comply with the requisition contained in the above act of Congress will appear clear and evident.

The existence of similar difficulties prevents the returns being made, with the most distant prospect of correctness, of the arms, accoutrements, and ammunition.

All of which I have submitted to his excellency Jacob Stout, Esq., Governor of this State, who will most probably lay the same before the Legislature at their next session, the ensuing month. If the Legislature choose to remove the difficulties under which I labor, their utmost despatch would not enable me to comply with the above act of Congress in time for your returns to be made to that honorable body. on the first Monday of February next. Indeed, I am not sanguine in my anticipation of receiving any relief from the State Legislature, and believe that the militia of the Union will continue disorganized and undisciplined until Congress shall interpose their strong arm in support of the militia and its friends, and by their fostering care preserve from annihilation those pillars of our national safety.

I have the honor to be, &c. &c.

W. KENNEDY, *Adjutant General of the Delaware Militia.*

General D. PARKER, *Adjutant and Inspector General.*

Abstract of the annual returns of the militia of the United States, by States and Territories, taken from the last returns on file in this office.

STATES AND TERRITORIES.	RETURNS.		INFANTRY, GRENADIERS, LT. INFANTRY, & RIFLEMEN.							CAVALRY.					ARTILLERY.					Aggregate.	REMARKS.
	For what year rendered.	Date of.	Number of divisions.	Number of brigades.	Number of regiments.	Number of companies.	Commissioned officers, including general, division, and brigade staff.	Non-commissioned officers, musicians, and privates.	Total.	No. of regim'ts or battalions.	Number of companies.	Commissioned officers.	Non-commissioned officers, musicians, and privates.	Total.	No. of regim'ts or battalions.	Number of companies.	Commissioned officers.	Non-commissioned officers, musicians, and privates.	Total.		
Maine,	1820	Dec. 26, 1820,	6	12	45	421	1,638	26,780	28,418	8	24	134	886	1,020	8	27	119	1,403	1,522	30,960	
New Hampshire,	1819	May 1, 1820,	3	6	38	367	1,314	12,159	23,473	-	33	130	2,267	2,397	-	32	95	1,047	1,142	27,012	
Massachusetts,	1820	Dec. 9, 1820,	7	16	66	618	2,356	41,024	43,380	14	50	260	1,730	1,990	17	51	216	2,554	2,770	48,140	
Vermont,	1819	Dec. 26, 1819,	4	10	35	302	1,197	17,795	18,992	-	36	133	127	1,412	-	9	35	342	377	20,781	
Rhode Island,	1820	Jan. 12, 1821,	1	4	13	105	471	7,367	7,838	-	7	31	365	396	-	7	31	400	431	8,665	
Connecticut,	1820	Nov. 10, 1820,	3	8	26	264	1,064	17,784	18,848	4	18	103	919	1,022	5	36	178	2,052	2,230	22,100	
New York,	1819	Nov. 25, 1819,	27	58	209	1,641	5,936	106,454	112,390	10	20	95	1,032	1,127	7	145	419	7,617	8,036	121,553	
New Jersey,	1818	Oct. 17, 1818,	4	13	46	395	1,542	31,107	32,649	5	35	145	1,576	1,721	1	21	67	803	870	35,240	
Pennsylvania,	1818	Nov. 2, 1818,	10	32	105	1,144	3,974	109,494	113,468	-	24	95	1,149	1,244	-	7	26	493	519	115,231	
Delaware,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7,451	No return since 1814.
Maryland,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	32,189	No return since 1811.
Virginia,	1820	Dec. 1, 1820,	4	21	126	1,001	3,253	73,137	76,390	4	103	356	7,247	7,603	4	60	188	4,734	4,922	88,915	
North Carolina,	1819	Jan. 10, 1820,	7	17	88	-	2,535	45,468	48,003	16	-	208	1,571	1,779	-	-	-	-	-	49,782	
South Carolina,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	33,729	No return since 1815.
Georgia,	1819	Jan. 29, 1820,	5	10	41	423	1,691	26,811	28,512	-	13	46	877	923	-	4	11	215	226	29,661	
Alabama,	1820	Dec. 11, 1820,	4	9	34	134	544	10,126	10,670	-	5	16	316	332	-	3	10	269	279	*11,281	
Louisiana,	1820	Sept. 1, 1820,	2	5	20	161	621	3,950	9,971	-	8	33	251	284	-	2	8	94	102	10,357	
Arkansas Territory,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	No return.
Mississippi,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,291	No return since 1812.
Tennessee,	1819	July 21, 1820,	2	10	-	-	2,048	33,295	35,343	-	-	87	716	803	-	-	-	-	-	36,146	Return informal.
Kentucky,	1819	April 27, 1820,	12	25	99	708	2,616	47,350	49,966	-	14	52	772	824	-	7	21	241	262	51,052	
Missouri,	1820	Sept. 16, 1820,	-	4	13	134	550	11,480	12,030	-	-	-	-	-	-	-	-	-	-	12,030	
Illinois,	1818	Sept. 13, 1818,	-	2	4	30	116	1,915	2,031	-	-	-	-	-	-	-	-	-	-	2,031	
Indiana,	1819	Dec. 20, 1819,	5	10	24	233	911	13,656	14,567	-	5	21	267	288	-	3	12	123	135	14,990	
Ohio,	1820	Feb. 3, 1821,	8	29	103	953	3,556	77,612	81,168	-	27	94	1,453	1,547	-	8	23	509	532	83,247	
Michigan Territory,	1818	Jan. 8, 1819,	-	1	4	23	87	1,473	1,653	-	1	4	15	19	-	1	3	32	35	1,707	
Aggregate,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	899,541	

* The Adjutant General reports that sixteen regiments have not been heard from, and that he estimates the militia at twenty thousand.

ADJUTANT AND INSPECTOR GENERAL'S OFFICE, *February* 14, 1821.

D. PARKER, *Adjutant and Inspector General.*

Abstract of the annual returns of arms, accoutrements, and ammunition of the militia of the United States, by States and Territories, taken from the last returns on file in this office.

STATES AND TERRITORIES.	For what years returns were made, which compose this.	Muskets.	Bayonets.	Cartridge boxes and belts.	Bayonets, belts, and scabbards.	Brushes and picks.	Ball-screws and worms.	Spare flints.	Ball cartridges.	Rifles.	Powder horns.	Pouches.	Loose balls.	Pounds of rifle powder.	Horseman's pistols.	Swords.	Sword scabbards and belts.	Knapsacks.	Canteens.	Havresacks.	Drums.	Fifes.	Bugles and trumpets.
Maine,	1820	16,809	16,501	17,294	16,580	16,393	-	36,598	312,367	352	155	113	11,055	231	1,127	1,589	1,589	15,616	-	52	287	205	10
New Hampshire,	1819	37,201	37,177	16,550	16,132	11,952	-	38,170	-	-	-	-	11,000	13,200	1,733	2,941	2,941	10,107	9,285	-	507	507	13
Massachusetts,	1820	36,373	36,241	28,630	28,294	29,956	-	62,376	597,054	2,685	2,355	2,479	52,879	809½	2,073	3,363	3,363	28,868	-	108	824	603	105
Vermont,	1819	12,380	11,489	10,026	9,446	11,406	-	17,676	-	-	-	-	-	563	1,196	1,093	1,093	9,068					
Rhode Island,	1820	5,272	4,974	4,912	5,510	5,141	-	10,097															
Connecticut,	1820	22,394	22,619	8,454	15,164	20,382	3,283	116,845	331,987	} 310	-	-	14,158	-	2,387	3,206	3,749	11,237	999	-	498	407	38
									379½ boxes														
New York,	1819	66,717	60,884	56,411	52,334	16,857	63	55,348	32,316 lbs.	10,095	9,921	8,707	67,132	55,648½	4,394	9,271	9,384	8,216	2,983	159	1,717	1,730	66
New Jersey,	1818	13,500	4,503	3,953	3,903	-	-	-	-	460	283	202	-	-	861	2,299	2,299	1,070	523	5	249	231	41
Pennsylvania,																							
Delaware,																							
Maryland,																							
Virginia,	1820	62,645	59,988	18,277	-	80	1,416	-	-	3,751	1,749	1,749	-	-	2,810	7,796	1,627	-	-	14	135	135	3
North Carolina,	1819	4,768	388	1,708	388	1,113	-	-	2,069	8,175	19,593	346	-	521	779	1,526	1,530	132	-	-	549	536	
South Carolina,																							
Georgia,	1819	5,567	5,567	4,840	451	-	-	10,000	-	2,506	2,314	-	2,314	-	600	295	295	-	-	-	30	30	17
Alabama,	1820	2,905	15	7	31	742	368	6,613	180	2,302	2,916	3,103	184	84	6	101	13	22	23	3	9	1	
Louisiana,	1820	2,075	2,075	500	200	-	-	5,000	-	502	-	-	-	-	-	-	-	-	-	-	5	-	2
Arkansas Territory,																							
Mississippi,																							
Tennessee,	1819	4,196	174	301	174	-	-	-	-	12,437	11,365	11,365	-	-	323	1,374	-	-	-	-	272	299	15
Kentucky,	1819	6,479	3,230	1,920	3,392	73	-	30,722	-	12,614	11,125	9,610	154,787	7,009	425	2,092	-	538	-	-	286	287	2
Missouri,																							
Illinois,	1818	236	194	155	12	60	20	2,805	102	1,150	1,152	1,151	8,847	693	24	46	46	1	3	-	12	12	1
Indiana,	1819	794	127	149	29	-	-	1,347	1,584	3,837	3,301	32,016	33,781	698	86	284	77	-	-	-	83	79	1
Ohio,	1820	11,815	2,753	2,446	1,184	1,716	2,180	7,531	2,756	18,987	17,318	14,738	18,372	553	867	2,436	2,436	113	5	-	608	603	46
Michigan Territory,																							

ABSTRACT &c.—Continued.

STATES AND TERRITORIES.	ORDNANCE AND ORDNANCE STORES.																													REMARKS.
	For what years returns were made, which compose this.	Brass cannon.						Iron cannon.								Sponges and rammers.	Ladles and worms.	Bricoles and drag ropes.	Trail handspikes.	Lead aprons.	Ammunition boxes.	Caissons.	Ammunition wagons.	Tumbrils and powder carts.	Sets of harness.	Pounds of cannon powder.	Rounds of shot and shells.	Pounds of pig lead.	
		Three pounders.	Four pounders.	Six pounders.	Nine pounders.	Twelve pounders.	Eighteen pounders.	Three pounders.	Four pounders.	Six pounders.	Nine pounders.	Twelve pounders.	Eighteen pounders.	Twenty-four pounders.	Thirty-two pounders.														
Maine,	1820	36	-	14	-	2	-	2	-	-	-	2	-	-	-	77	58	65	20	12	5	-	-	27	114				
New Hampshire,	1819	32	2	-	-	-	-	-	-	15	2	-	-	2	4	49	49	-	-	9	62	-	-	22	33	-	3,006		
Massachusetts,	1820	57	-	42	-	2	-	-	-	2	2	-	-	-	-	158	108	367	124	97	184	-	-	54	252				
Vermont,	1819	6	2	-	-	-	-	-	4	-	-	-	-	-	-	-	-	-	-	-	-	-	2	2					
Rhode Island,	1820																												
Connecticut,	1820	12	-	17	-	-	-	3	-	31	6	5	-	-	-	57	46	34	-	34	-	-	1	-	-	10,000	8,736		
New York,	1819	99	13	64	16	6	2	-	-	25	18	12	4	57	26	420	419	404	246	39	181	5	17	5	365	309	19,904		
New Jersey,	1818	-	-	-	-	-	-	9	2	13	-	-	-	-	-	26	15	44	25	-	-	1	-	26	26				
Pennsylvania,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	No return of arms, &c.
Delaware,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	No return since 1810.
Maryland,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	No return since 1811.
Virginia,	1820	2	3	3	-	35	6	-	50	168	-	35	5	-	-	107	120	134	49	39	117	2	-	-	32				
North Carolina,	1819																												
South Carolina,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	No return since 1815.
Georgia,	1819	-	-	2	-	-	-	-	-	5	-	-	-	-	-	9	15	18	18	19	18	2	6	1	21	5,986	79,881		
Alabama,	1820	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	838	-	671	
Louisiana,	1820																												
Arkansas Territory,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	No return.
Mississippi,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	No return since 1812.
Tennessee,	1819																												
Kentucky,	1819	1	-	-	-	-	-	-	-	6	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Missouri,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	No return of arms, &c.
Illinois,	1818																												
Indiana,	1819																												
Ohio,	1820	-	-	1	-	-	-	-	-	4	-	-	-	-	-	3	3	10	4	1	4	-	-	-	2	4			
Michigan Territory,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	No return of arms, &c.

ADJUTANT AND INSPECTOR GENERAL'S OFFICE, *February* 14, 1821.

D. PARKER, *Adjutant and Inspector General.*

16th Congress.] No. 209. [2d Session.

TRANSPORTATION ON THE YELLOW STONE EXPEDITION.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, MARCH 1, 1821.

Mr. Cocke, from the committee to whom were referred the documents and award relative to the transportation of the troops, ordnance, and military stores, to the expedition ordered to the Yellow Stone river, reported:

That a contract was entered into on the 2d of December, 1818, between the United States, and Colonel James Johnson, of Kentucky, by which Colonel Johnson stipulated to furnish two steamboats, calculated to navigate the Mississippi and its waters, and place them subject to the orders of Government, by the 1st of March, 1819; and further agreed, in case he should be required, that he would in a reasonable time furnish one other or more steamboats, all of which were designed for the transportation of provisions, ordnance, and other military stores, to an expedition destined for the Mandan villages, or the Yellow Stone river; to this agreement the committee invite the attention of the House. It appears, by said agreement, that the rate of transportation was not definitively settled and ascertained, but, in case of disagreement as to the rate of compensation, it was to be fixed and determined by arbitrators indifferently chosen; a disagreement, as might have been expected, did arise, and referees were chosen. From the evidence submitted to them, it appears that the two steamboats were not placed subject to the orders of Government until some time in May following, and that on the arrival of the first boat at Belle Fontaine, the place from which the expedition was to have sailed, the bank of St. Louis sued out an attachment against the property of Colonel Johnson, and delivered the writ to the proper officer to execute. It appears that he was not only inclined to prevent, but determined to resist with force, and called on the commanding officer at that station for a corporal's guard and arms, to enable him to oppose its execution with success; this, the committee are informed, was promptly refused. Colonel Johnson, on discovering this determination, came to anchor on the east side of the Mississippi, within the State of Illinois. The committee have thought proper to advert to those facts, believing that in some degree they contributed to the delay of the expedition, but are far from believing this the only cause. To illustrate more fully the views of the committee, and to enable the House to judge how far justice has been done the Government, they think it incumbent on them to state, that Colonel Johnson was the sole contractor to this expedition, and bound to transport the military stores and ordnance from Pittsburg, in the State of Pennsylvania, to Belle Fontaine, on the Missouri, and also the contractor to furnish the necessary provisions. The committee discover, from the documents referred to them, that, owing to the failure on the part of Colonel Johnson to deliver the stores and munitions of war, it would have been impracticable for the expedition to have moved before the —— of June, at which time the Jefferson steamboat reached Belle Fontaine, on board of which were the stores before mentioned, together with the clothing for the soldiers employed on the Yellow Stone expedition. The committee think it due to Colonel Johnson to state that this delay was occasioned by the breaking of the piston head of this boat, and not from wanton neglect. It is, however, a strong reason, in the opinion of the committee, why the United States should not pay Colonel Johnson for detention of his boats, when there was no failure on their part. It appears that a sufficient quantity of provisions had not reached the garrison at Belle Fontaine, even on the arrival of the steamboat Jefferson; that the subsistence for this expedition was partly on board another of Colonel Johnson's boats, called the Calhoun, and from the feebleness of her machinery she was unable to resist the current of the Mississippi, and never reached the garrison on the Missouri, where the troops were to embark; thus creating a deficiency of provisions which was not remedied by Colonel Johnson until about the 28th of June, and not until Colonel Atkinson, the commanding officer, called on him to complete the number of rations required, and assured him, if he did not, that the agent of the United States would be ordered to purchase, and he, Colonel Johnson, charged with them. For a more minute detail on this part of the subject, the committee refer to the evidence submitted to the arbitrators, which they have thought proper to lay before the House, together with the arguments of counsel, on the investigation before the referees. The committee will be content with a cursory examination, and notice only a few prominent facts. The clause in the agreement of the 2d of December, 1818, and on which the claim of Colonel Johnson, of indemnity, for detention of his boats, is founded, provides "that if, in the arrangements and operations of Government, the said steamboats should be detained in their destination from the want of concentration of the articles to be transported or otherwise, and not imputable to the negligence of Colonel Johnson, the quartermaster general obliged himself, on the part of the Government, to make from time to time *advances*, which are reasonable, on account of his transportation." The *advance* of money, by this provision in the contract, the committee believe, was esteemed by Colonel Johnson not only convenient, but of great importance, and a sufficient indemnity for all expenses incident to the detention; to justify this opinion they refer to an obligation executed by Colonel Johnson, of equal date with the agreement, of which the above is an extract. This obligation expresses the intention and views of the parties, and recites the previous agreement; an extract of which is submitted. "And whereas, by the terms of the said contract or agreement, the said Thomas S. Jesup, hath engaged to make *advances* of money from time to time to the said James Johnson, on account of transportation, &c.: Now, therefore, for the faithful performance of the several conditions and obligations contained in the said contract or agreement, on the part of the said James Johnson, and for the repayment and final adjustment of all and singular such *advances* as may be made to him by virtue of this contract," &c. From this it is evident that neither party contemplated more than a liberal *advance* of money, if perchance there should be any detention of the expedition; and it would have been proper in Colonel Johnson to require *advances, in proportion to the time*, but they cannot believe his claim is just as exhibited; if in this, however, they are mistaken, they must say, no operations of the Government caused the detention of Colonel Johnson's boats, while up the Missouri, and for which pretended claim the sum of $41,275 13 cents was awarded him. They find, from the evidence submitted to the referees, that the boats were detained solely in consequence of their inability to complete their voyage. The Jefferson was too feeble in machinery to stem the current, but for a short distance, when she was compelled to halt, and her cargo was chiefly transported by the boats of the United States. The Expedition and Johnson steamboats also failed, and that neither reached the Council Bluffs that season. The committee are unable to discover even an apology for this allowance of $41,275 13 cents, and are satisfied no principle of justice will sanction it; they cannot admit for a moment the idea, that when an accident happens to Colonel Johnson's boats, and over which the Government had no control, it is proper to make the United States responsible for detention, whilst the delay is indispensable to repair damages. The committee can perceive no rule of equity that will support this award; every award must be reasonable, and it is contrary to the duty of an arbitrator to do any thing that would be unjust between the parties. They also award Colonel Johnson the further sum of $5,875 39 cents, including, they

say, nothing but the actual expenses, wear and tear, and loss of time, throwing out all allowance for risk, which they supposed compensated in the freight for the detention of two boats before the expedition moved from Belle Fontaine, and for the detention of three of Colonel Johnson's boats, after they were damaged, unladened, and unable to proceed further; they say, after making due allowance for the actual expenses, the loss of time and employment, the wear and tear, and the risk of wintering in so exposed a situation, they award the further sum of $41,275 13; thus the United States has paid Colonel Johnson $47,249 51, for the detention of his boats, under the notion that, in the operations and arrangements of Government, the articles to be transported were not concentrated. The committee feel it their duty to state, that it appears, for the transportation actually furnished by Government, there has been paid Colonel Johnson, in obedience to the award, the sum of $14,969 28, for the transportation of articles not conveyed by him, or at his expense; and also the sum of $13,700 for the passage of troops in his boats to the Council Bluffs, when, in fact, the said boats never reached there, and were compelled to halt as before stated; the payment of those sums, under all the circumstances, in the opinion of the committee, cannot be sanctioned, and are not supportable, consistent with equity and justice. They feel constrained to remark, that the charge for detention of those boats up the Missouri, and for which there is awarded the sum of $41,275 13, did not make an item in the account of Colonel Johnson, when first exhibited, and must have been conceived after Congress refused an appropriation further to prosecute the expedition up the Missouri. The committee have attentively examined the account of Colonel Johnson as regards the claim for transportation of military stores and provisions; by his contract of the 2d of December, 1818, he agreed to receive a reasonable compensation for his services, and use of boats employed in transportation, and fixes as the basis the ordinary rates of transportation for such allowance. The committee can see no good reason why the sum of sixteen and one-fourth cents per pound should be paid Colonel Johnson for all articles conveyed by keel-boat navigation, when it is evident that the ordinary rate of transportation by this mode of conveyance did not exceed five and a half cents per pound; and in fact this was the sum paid by the United States to others performing at the same time similar services. In order that the House might have all the means of judging of the merits of this transaction between the Government and Colonel Johnson, and to enable the nation fully to understand how far economy has been consulted, a comparison between the prices now allowed, and those given by the arbitrators to Colonel Johnson, was considered somewhat important. The committee called on the quartermaster general for information on this point; the answer is, that Colonel Johnson became a bidder to transport military stores, &c., to the Council Bluffs, during the year 1821, at the rate of three and three-fourth cents per pound, as has been observed. The arbitrators allowed Colonel Johnson for similar services performed in 1819 sixteen and one-quarter cents per pound. It further appears, that, among fourteen or fifteen bidders for transportation to that post for the year 1821, but one required over four cents per pound, and he less than five cents per pound: what are the causes for such a change of prices the committee are unable to conjecture. That the present scarcity of money may make some difference is admitted; but the navigation of the Missouri river is the same; the same means of transportation existed which are now used. A reduction in price from sixteen and one-fourth cents to three and three-fourth cents, about one-fifth of the price heretofore given, affords some ground, at least, for the opinion, that what once was alleged to be prudent and economical now appears to be profuse and extravagant.

If the committee are correct in their construction of the contract between the United States and Colonel Johnson, and their views relative to the advances from time to time being esteemed by Colonel Johnson equivalent to any delay that might happen by the operations of the Government, they have no hesitation in saying the advances have not only been liberal, but profuse, and, in one instance, not guarded by such security as will, in all probability, secure the Government against the loss of a sum of more than $50,000. The only security taken for this advance, as the committee believe, is a mortgage on Colonel Johnson's steamboats, which appear to have been broken, feeble, and subject to constant decay. The committee find that, after giving Colonel Johnson credit for every allowance awarded, there is still due from him to the United States the sum of $76,372 65 cents, and which the arbitrators did not award he should pay, although justly due. From a full view of this subject the committee think the award ought to be set aside, and, to this end, recommend the following resolution:

Resolved, That the Attorney General of the United States be directed to use all legal means in his power to set aside the award made between the United States and Colonel James Johnson; and, also, use the legal means to recover, for the United States, whatever may be due from said Colonel James Johnson.

17th CONGRESS.] No. 210. [1st SESSION.

ARMING THE MILITIA.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, JANUARY 16, 1822.

Mr. SMITH, of Maryland, from the Committee of Ways and Means, to whom was referred a resolution of the 11th December last, directing an inquiry to be made "into the expediency of increasing the annual appropriation for arming the militia," reported:

That they have received from the Secretary of War an answer to the inquiries of the committee, together with a report from the Ordnance Department, accompanied by four statements, marked A, B, C, and D, which the committee submit as part of their report; by which it appears that there was an unexpended balance in the Treasury, of the appropriation for arming the militia, on the 31st day of December last, of $48,508 18. The statement A shows the whole number of arms procured under the act since the 1st day of January, 1816. Statement B shows the number of field artillery, small arms, and accoutrements delivered to the several States since that day; an account of balances due to the States on the said 1st January, 1816; and an account of the period subsequent to that day. Statement C shows the number of each description of arms and accoutrements now ready for delivery, under the act, to the several States, and which it is contemplated to issue early in the spring. Statement D shows the number of field-pieces, arms, and accoutrements, which have been contracted for and not delivered on the 31st day of December last.

Your committee, after a full consideration of the subject, submit the following resolution:

Resolved, That it is inexpedient at this time to increase the annual appropriation for arming the militia.

SIR: DEPARTMENT OF WAR, *January* 14, 1822.

In reply to your letter of the 21st ultimo, I have the honor to transmit, herewith, a report of the Ordnance Department, with accompanying returns, marked A, B, C, and D, which furnish the information required by the committee.

I have the honor to be your obedient servant,

J. C. CALHOUN.

Hon. SAMUEL SMITH, *Chairman of Committee of Ways and Means.*

SIR: ORDNANCE DEPARTMENT, *January* 12, 1822.

I have the honor to communicate, herewith, the information required by the Committee of Ways and Means, relative to "the annual appropriation for arming and equipping the whole body of the militia."

Statement A exhibits the "number of field-pieces, arms, and accoutrements, which have been procured under the act," since the 1st of January, 1816.

Statement B shows "the number of each which has been delivered to the States respectively," during the same period.

Statement C exhibits "the number of each description of arms and accoutrements now ready for delivery."

Statement D shows "the number contracted for, and not yet delivered, of each.",

In answer to the fifth question I have to state that "the sum applicable to the object of the act, and unexpended," is forty-eight thousand five hundred and eight dollars and eighteen cents, being the unexpended balance of the appropriation remaining in the Treasury on the 31st December, 1821.

The foregoing statements commence on the 1st January, 1816; the execution of the act for arming the militia, not having been connected with the duties of this Department anterior to that date. In January, 1816, an account of the arms issued to the several States and Territories was prepared by the late Superintendent General of Military Supplies, which account was taken as the basis of the settlements with each State up to that period. In effecting these settlements it has been found, in some instances, that balances were at that time due to the States; to adjust which arms have since been issued to them by this Department. The amount of such issues is shown in statement B.

In making the apportionments of arms it has been usual to assign the respective quotas in *muskets*. But it has been left optional with the State authorities, either to receive their full quota in muskets, or to take a limited proportion of it in field artillery, or in rifles, pistols, sabres, or accoutrements. As it could not be foreseen what description of arms would be chosen by the State authorities, it became necessary to deposite all the arms procured under the act for arming the militia in the arsenals, as common stock with those which had been procured from other sources; and, when issues were made to the militia, to draw upon the general stock, without confining the issues to those particular arms which had been procured under the act.

I have the honor to be, sir, very respectfully, your obedient servant,

GEO. BOMFORD,
Lieutenant Colonel on ordnance duty.

Hon. J. C. CALHOUN.

A.

Statement of the field artillery, arms, and accoutrements, which have been procured since the 1st *of January,* 1816, *under the law of* 1808, "*for arming and equipping the whole body of the militia.*"

Muskets complete.	Rifles.	Patent rifles.	Pistols.	Officers' swords.	Non-commissioned officers' swords.	Cavalry sabres.	Cartridge boxes and belts.	Bayonet scabbards and belts.	6 pounder iron cannon.	24 pounder iron howitzers.	6 pounder shot.	6 pounder carriages, with implements complete.
41,764	6,236	100	27,844	551	2,579	23,067	1,560	1,560	120	60	7,466	11

ORDNANCE DEPARTMENT, *January* 12, 1822.

GEORGE BOMFORD, *Lt. Col. on ordnance duty.*

B.

Statement of field artillery, small arms, and accoutrements, which have been delivered to the States, respectively, since the 1st *of January,* 1816, *under the law of* 1808, *for* "*arming and equipping the whole body of the militia.*"

STATES & TERRITORIES.	Delivered on account of balances which were due to the States, 1st January, 1816.										
	Muskets.	Cartridge boxes and belts.	Bayonet scabbards and belts.	6 pounder cannon.	6 pounder carriages, with implements complete.	24 pounder howitzers.	24 pounder howitzer carriages, with implements complete.	Caissons.	Ammunition wagons.	Travelling forges.	Total value in muskets.
New Hampshire,	736										756
Massachusetts,	2,835										2,835
Vermont,											
Rhode Island,	250										250
Connecticut,											
New York,	6,000	3,000	1,150	14	14						6,904
New Jersey,											
Pennsylvania,											
Delaware,											
Maryland,											
Virginia,											
North Carolina,											
South Carolina,	763										763
Georgia,				4	4	2	2	6	2	1	466
Kentucky,	1 000	1,000	1,000								1,179
Ohio,											
Indiana,											
Illinois,											
Missouri,											
Tennessee,											
Mississippi,											
Louisiana,											
Alabama,											
Michigan,											
Arkansas,											
District of Columbia,											
	11,584	4,000	2,150	18	18	2	2	6	2	1	13,133

STATEMENT B.—Continued.

STATES & TERRITORIES.	Delivered on account of the period subsequent to January, 1816.										
	Muskets.	Rifles.	Pistols.	Cavalry sabres.	Non-commissioned officers' swords.	Cartridge boxes and belts.	Bayonet scabbards and belts.	Bugles.	Six pounder cannon.	Six pounder carriages, with implements complete.	Total value in muskets.
New Hampshire.											
Massachusetts,	2,091										2,091
Vermont,	617										617
Rhode Island,	247										247
Connecticut,	607										607
New York,	3,322										3,322
New Jersey.											
Pennsylvania,	3,280								5	6	3,484
Delaware,	220										220
Maryland,	-								11	11	314
Virginia.											
North Carolina,	1,525										1,525
South Carolina,	951										951
Georgia,	800										800
Kentucky,	1,467	75	1,100	550					4	4	2,640
Ohio,	1,200								2	2	1,267
Indiana,	140		500	250		40	40	3	2	1	619
Illinois,	63										63
Missouri,	192										192
Tennessee,	862										862
Mississippi,	156										156
Louisiana,	292										292
Alabama.											
Michigan,	50										50
Arkansas,	400		50								429
District of Columbia,	-	192	-	-	100	120	120	-	-	-	290
	18,482	267	1,650	800	100	160	160	3	24	24	21,038

RECAPITULATION.

	Muskets.	Rifles.	Pistols.	Cavalry sabres.	Non-commissioned officers' swords.	Cartridge boxes and belts.	Bayonet scabbards and belts.	Bugles.	Six pounder cannon.	Six pounder carriages, with equipments complete.	Twenty-four pounder howitzers.	Twenty-four pounder howitzer carriages, with implements complete.	Caissons.	Ammunition wagons.	Travelling forges.	Total value in muskets.
Delivered on account of balances which were due to the States on the 1st of January, 1816, - -	11,584	-	-	-	-	4,000	2,150	-	18	18	2	2	6	2	1	13,133
Delivered on account of the period subsequent to January, 1816, -	18,482	267	1,650	800	100	160	160	3	24	24	-	-	-	-	-	21,038
Total delivered since the 1st Jan., 1816,	30,066	267	1,650	800	100	4,160	2,310	3	42	42	2	2	6	2	1	34,171

NOTE.—In addition to the issues above stated, it is proper to remark that orders have been given for the following, viz: Eighteen pieces of field artillery, complete, for the State of Connecticut, three pieces for the State of Indiana, and one piece for the Territory of Michigan. The first of the above were prepared and in a state of readiness for delivery when the navigation of the Hudson was closed: they will be delivered as soon as the navigation opens in the spring. The two latter, it is supposed, have been delivered, but the vouchers have not yet come to hand.

ORDNANCE DEPARTMENT, *January* 12, 1822.

G. BOMFORD, *Lieutenant Colonel on ordnance duty.*

C.

Statement of the number of each description of arms and accoutrements now ready for delivery under the law of 1808, *for arming and equipping the whole body of the militia.*

Muskets, complete,	26,183
Rifles,	6,070
Pistols,	20,636
Non-commissioned officers' swords,	2,357
Cavalry sabres,	17,197
Cartridge boxes and belts,	16,508
Bayonets, scabbards, and belts,	16,508
Total value, in muskets,	58,962

NOTE.—It is contemplated to issue the arms and accoutrements embraced in this statement early in the ensuing season. These, together with those already issued, will be equivalent, in value, to eighty thousand muskets, the number apportioned to the States under the law for the six years, commencing with 1816, and ending with 1821.

ORDNANCE DEPARTMENT, 12*th January*, 1822.

GEO. BOMFORD, *Lt. Col. on ordnance duty.*

D.

Statement of the field pieces, arms, and accoutrements, which have been contracted for, and which had not been delivered on the 31*st of December*, 1821.

CONTRACTORS' NAMES AND RESIDENCE.	6 pounder cannon.	24 pounder howitzers.	24 pounder shrapnell shells.	12 pounder shrapnell shells.	Muskets.	Rifles.	Pistols.	Cavalry sabres.
Lemuel Pomeroy, Pittsfield, Massachusetts	.	.	.	.	3,340			
Asa Waters, Millbury, do.	.	.	.	.	6,000			
Eli Whitney, New Haven, Connecticut,	.	.	.	.	2,000			
Robert Johnson, Middletown, do.	.	.	.	.	.	2,740		
Simeon North, do. do.	.	.	.	.	.	.	11,000	
Nathan Starr & son, do. do.	.	.	.	.	.	.	.	1,650
Marine T. Wickham, Philadelphia,	.	.	.	.	5,000			
Henry Derringer, do.	.	.	.	.	.	2,000		
Alexander McRhea, Richmond, Virginia,	.	.	.	.	10,000			
John Clark & Co., do. do.	.	.	4,000	678				
Adam Carrauth, Greenville, South Carolina,	.	.	.	.	7,750			
McClurg & McKnight, Pittsburgh,	100	30						
Total due on existing contracts,	100	30	4,000	678	34,090	4,740	11,000	1,650

ORDNANCE DEPARTMENT, *January* 12, 1822.

GEORGE BOMFORD, *Lt. Col. on ordnance duty.*

17th CONGRESS.] No. 211. [1st SESSION.

MILITIA FINES IN PENNSYLVANIA.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, JANUARY 16, 1822.

SIR: TREASURY DEPARTMENT, *January* 12, 1822.

In obedience to a resolution of the House of Representatives of the 2d instant, directing the Secretary of the Treasury to report to the House "how much of the fines imposed on the militia of Pennsylvania for non-performance of military duty in the late war with Great Britain has been received by the marshals of the several districts of the said State, and their deputies, respectively; how much of the sums so received has been paid into the Treasury, or to the use of the United States; in whose hands any sums thus received, and not paid into the Treasury, or to the use of the United States, have been retained; who are the sureties of such delinquents, and what the amount of their respective bonds; what instructions have been given to the officer or officers prosecuting on behalf of the United States, in relation to the said delinquents and their sureties; whether suits have thereupon been instituted against them for the recovery of the sums so retained, and what has been the result of those suits;" I have

the honor to submit the enclosed report and documents, which contain all the information required by the said resolution that is in the possession of this Department.

It does not appear that any action has been instituted against the late marshal or his deputies, for the recovery of money received of them on account of militia fines improperly retained in their hands. No money arising from militia fines in the State of Pennsylvania has been paid into the Treasury of the United States.

I have the honor to be, very respectfully, sir, your obedient servant,

WM. H. CRAWFORD.

The Hon. the SPEAKER *of the House of Representatives.*

SIR: TREASURY DEPARTMENT, COMPTROLLER'S OFFICE, *January* 11, 1822.

Having referred to me, for the information therein required, a resolution of the House of Representatives of the United States, passed the 2d instant, of which the following is a copy:

"*Resolved*, That the Secretary of the Treasury be directed to report to this House how much of the amount of fines imposed on the militia of Pennsylvania for non-performance of military duty in the late war with Great Britain, has been received by the marshals of the several districts of said State, and their deputies, respectively; how much of the sums so received has been paid into the Treasury, or to the use of the United States; in whose hands any sums thus received, and not paid into the Treasury, or to the use of the United States, have been retained; who are the sureties of such delinquents, and what the amount of their respective bonds; what instructions have been given to the officer or officers prosecuting on behalf of the United States, in relation to said delinquents and their sureties; whether suits thereupon have been instituted against them for the recovery of the sums so retained; and what has been the result of said suits:"

I have the honor to state, in reply, that no returns were made by Mr. Smith, the former marshal of Pennsylvania, as to the specific amount of militia fines collected by him and his deputies.

In a communication, however, received from him, under date of the 21st December, 1815, he observes, that he had paid for expenses and claims for compensation of courts-martial, the sum of $2,742 34 beyond the amount collected in his division; and that to enforce payments under the then existing circumstances would involve him in a great many suits, perhaps equal to the number of delinquents.

From a return made by Mr. Conard, the present marshal for the eastern district of Pennsylvania, it appears, that, according to accounts rendered to him by his deputies, they had collected, up to the 1st of January, 1821, the sum of $3,671 30, for which he accounts as follows, viz:

Amount of commission for collection, - - - - - -	$183 56
Amount paid to members of courts-martial in Chester county, for their services and contingent expenses, - - - - - - -	3,407 00
Balance in hands of the marshal, - - - - - -	80 74
	$3,671 30

As, from the want of the requisite returns from Mr. Smith, the former marshal of Pennsylvania, definite information on all the points embraced in the resolution of the House of Representatives cannot be given, I take leave to furnish you with copies of the following correspondence, as containing a general view of the subject, viz:

No. 1. Copy of a letter from John Smith, the former marshal, dated the 29th of December, 1813, to Mr. Rush, on the subject of applying the funds from militia fines to the payment of the expenses of courts-martial.

No. 2. Copy of Mr. Comptroller Rush's reply, sanctioning the application of the funds of the above object.

No. 3. Copy of a communication from the same marshal, dated the 26th March, 1814, on the subject of suits instituted against him for enforcing the fines, the proceedings of the courts-martial which assessed the fines, being alleged to be illegal.

No. 4. Copy of Mr. Comptroller Bacon's reply, dated the 30th March, 1814, stating that he did not consider it as coming within his province to give any directions on the subject of those suits, or to advise to the employment of counsel to aid in their defence.

No. 5. Copy of a communication from me to Mr. Ingersoll, district attorney, dated the 18th of July, 1815, enclosing to him a copy of the opinion of Chief Justice Marshall, in the case of William Mead, and directing that, in those cases in which the principles laid down in the opinion might be deemed to apply, the collection of the fines should not be enforced; but, in other cases, the marshal should proceed to collect.

No. 6. Copy of my letter to Marshal Smith, dated the 27th December, 1815, stating that the district attorney had, long before, been instructed on the subject of the militia fines, and would be able to judge whether, under the then circumstances, it would be advisable to attempt a further collection; and that the members of the courts-martial ought to be paid for their services; but, in case it should be found that the courts were ordered by an improper authority, and the fines not well laid, it might be questionable whether the United States should be held answerable for the payment of the expenses of the courts-martial, and, therefore, no further authority would be given to him to make further payments to the members of courts-martial.

No. 7. Copy of a circular from this Department, dated the 20th March, 1816, stating that new courts-martial would be instituted under the direction of the War Department, in those cases in which the sentences had been declared illegal, and that the marshals had better apply to that Department as to the expenses of the courts-martial.

No. 8. Copy of a circular from this Department, dated the 13th August, 1817, directing the marshals to proceed, without delay, in the collection of the militia fines, and containing instructions in relation to the disposition of the money.

No. 9. Copy of my letter to you, dated the 5th January, 1818, in which the opinion is expressed that the payment of the expenses of courts-martial, out of the militia fines, was incorrect, and that they should have been paid by the War Department.

No. 10. Copy of a circular from this Department, dated the 5th May, 1818, directing the marshals to continue paying the courts-martial out of the militia fines collected, an arrangement having been made with the War Department to refund the amount as, in strictness, those fines ought to be paid directly into the Treasury, and requesting the marshals to keep a specific account of all the moneys received on account of said fines, and render a statement thereof to this Department, together with the names of the persons, the place of residence, and the amount of the specific sum received from each; the accounts and vouchers for payments to members of courts-martial to be rendered to the War Department.

No. 11. Copy of my letter to Mr. Conard, dated the 31st March, 1819, stating that, as his predecessor probably had not delivered over to him the instructions from this Department, on the subject of the collection of the

militia fines, the manner of accounting for them, &c., copies of those instructions were enclosed to him for his information and government. Mr. Conard was also requested to apply to his predecessor for a list containing the names of the members of the courts-martial, who had been paid by him, and the amounts paid to each, and for the moneys remaining in his hands for militia fines, collected by himself or his deputies.

No. 12. Copy of a letter received from Marshal Conard, dated 13th April, 1819, stating that he had received no lists from Mr. Smith, his predecessor, of militia fines, nor any official information of the original amount of fines levied and due, or the amount collected; and that there was no prospect of recovering any money from him or any of his deputies, with the exception of two, in remote counties of the State, on whom he had given him orders for small sums, which could not probably be collected very soon.

No. 13. Copy of my answer to Mr. Conard, dated 22d January, 1820, stating that I had not, at any time, received any returns whatever from Mr. Smith, of militia fines which had been collected by him, or his deputies; and that, having received information from a source entitled to the confidence of the Department, that some of the deputies of Mr. Smith had received large sums of money, on account of militia fines, which sums, it was believed, had never been paid over to him, Mr. Conard was requested to give all the information in his power on the subject.

No. 14. Copy of a letter from Mr. Conard, dated the 26th January, 1820, stating that he had received no definite information from Mr. Smith, relative to militia fines; that the orders for small sums on his deputies had not been paid; that Mr. Smith had frequently promised, but had neglected to give up the bonds of his deputies, who had generally refused to pay over the balances in their hands; that, among the papers received from Mr. Smith, and from other sources, it appeared that Lewis Deffebach, one of Mr. Smith's deputies in Bucks county, had a balance in his hands of $3,546 60; that similar abuses, he had learnt, were committed by other deputies of Mr. Smith, but to what extent he had not been able to ascertain.

No. 15. Copy of my letter to Mr. Smith, dated the 1st March, 1820, directing him to deliver over to Mr. Conard all the returns respecting militia fines, and to pay over the moneys remaining in his hands.

No. 16. Copy of my letter to Mr. Conard, dated 1st March, 1820, stating that, by a decision of the Supreme Court of the United States, in the case of Houston *vs.* Moore, the collection of the militia fines in Pennsylvania had been sustained, and directing him to proceed with the collections, and to obtain from Mr. Smith and his deputies all the requisite returns, and the moneys remaining in their hands, in default whereof he was to report the delinquents, and the amount of each delinquency, in order that the district attorney might be instructed to institute suits for the recovery of the money thus improperly retained.

No. 17. Copy of my letter to Mr. Conard, dated 26th June, 1820, stating that his instructions would, on the same day, be given to the district attorney, to bring suit against Lewis Deffebach, one of Mr. Smith's deputies, who had retained moneys in his hands arising from militia fines, and requesting Mr. Conard to furnish the district attorney with the requisite documents to sustain the suit, and to report any further delinquencies which might come within his knowledge.

No. 18. Copy of my letter to the district attorney, dated 26th June, 1820, to bring suit against Mr. Deffebach, above alluded to.

Some time after the preceding letter was written to Mr. Ingersoll, an answer was received from him, stating some legal difficulties, which, he considered, would attend the bringing of a suit against the deputy marshal. This letter got mislaid, either when the agency of the Treasury was transferred to the Fifth Auditor, Stephen Pleasonton, Esq., to whom all the papers appertaining to suits were delivered, or was not among the papers so delivered, so that it cannot now be found. I am, therefore, unable to furnish a copy of it, and I do not sufficiently recollect the difficulties, stated by Mr. Ingersoll, to present a view of them. It does not appear, from the records of my office, that any further instructions were given to him after the receipt of the letter above referred to.

No. 19. Copy of my letter to the agent of the Treasury, dated the 7th instant, requesting him to furnish me with information as to the case of Lewis Deffebach, and as to the present state of the suit against him, if any was brought by Mr. Ingersoll, and the present state of the suits against John Smith, late marshal.

No. 20. Copy of the answer from the agent of the Treasury, dated the 7th instant.

No. 21. Copy of my letter of instructions to Mr. Ingersoll, dated the 30th of June, 1820, to bring suits against Mr. Smith, not only for certain specified balances, but, also, for all moneys collected by him on custom-house bonds, and all moneys arising from militia fines, for which he might not have accounted.

I take leave, further, to report, that no moneys arising from militia fines have been paid into the Treasury by John Smith, late marshal for the eastern district of Pennsylvania, or by Mr. Conard, his successor; that there is no information in this Department as to the amount of such moneys which have been applied to the payment of the expenses of courts-martial, by either of these marshals, or as to the persons who have retained such moneys in their hands, except what has already been stated; that deputy marshals give bond for the faithful discharge of their duties to the marshals, and the bonds of the latter, according to the act of the 10th of April, 1806, entitled "An act relating to bonds given by marshals," are to be filed and recorded in the office of the clerk of the district courts or circuit courts, sitting within the districts for which such marshals shall have been appointed; under which circumstances this Department possesses no information as to the sureties of deputy marshals, or of marshals, or as to the amount of the bonds given by them respectively.

By an act of the 20th of April, 1818, the State of Pennsylvania was to be divided into two districts, and William B. Irish was appointed the marshal for the western district. I have recently seen him, and, upon inquiry, he informed me that no militia fines had been collected by him, but that measures were about to be taken for the collection of such fines within his district.

Agreeably to your request I return, herewith, the resolution of the House of Representatives.

With considerations of high respect, I have the honor to be your obedient servant,

JOSEPH ANDERSON, *Comptroller.*

Hon. WILLIAM H. CRAWFORD,
Secretary of the Treasury.

No. 1.

SIR: MARSHAL'S OFFICE, PHILADELPHIA, *December* 29, 1813.

Having corresponded with the Governor of this Commonwealth, on the subject of militia fines emanating from the act of 1795, I have been referred by him to the brigade inspectors, respecting courts-martial to be held by virtue of that act. It is required by the inspectors, that the expenses attending courts-martial should be defrayed from the funds which may be collected and paid into my hands. I have, therefore, to request from you such information as will govern me in this respect, so far as I may be authorized to pay the claims that may be presented to me.

I am, sir, very respectfully, your obedient servant,

JOHN SMITH.

RICHARD RUSH, ESQ.

No. 2.

SIR: TREASURY DEPARTMENT, COMPTROLLER'S OFFICE, *January* 18, 1814.

In answer to your letter of the 29th of last month, I have to state that, in my opinion, the proper and reasonable expenses attending the courts-martial to which you refer may be deducted from, and paid out of, militia fines paid over to you.

I have the honor to be, &c.,

RICHARD RUSH.

JOHN SMITH, Esq., *Marshal, Pennsylvania.*

No. 3.

SIR: MARSHAL'S OFFICE, PHILADELPHIA, *March* 26, 1814.

A number of courts-martial have been held in this district, under the act of Congress of 28th of February, 1795; their proceedings of fines assessed have been reported to me, duplicates of which, I presume, have been forwarded to your Department. This measure has excited much attention and irritation on the part of the delinquents; they aver the proceedings illegal, and have instituted a suit against me for having committed one of them to prison, there being no property on which to levy, and, also, on the president and judge advocate of the court-martial, for having signed the warrant. There being no specific provision for compensating the district attorney, or requiring his services in cases of this kind, make it necessary for me to request that you would authorize him to appear at the suit instituted against me, and the president and judge advocate, for the performance of our public duty; and what compensation I may be authorized to pay him from the fines collected, or to compensate him in such other manner as you may be pleased to direct. The written opinion of the district attorney, together with that of the attorney general of this State, was communicated to the Governor previous to any measure adopted in holding the courts-martial.

As the fines are considerable, and it being of much importance that the law of 1795 should be enforced, I would beg to call your early attention to this subject, and more particularly as the Secretary of the Commonwealth has officially informed me that there will be great difficulty to obtain any further draughts of militia from this State, unless the delinquents are proceeded against. I am, &c.,

JOHN SMITH.

The COMPTROLLER.

No. 4.

SIR: TREASURY DEPARTMENT, COMPTROLLER'S OFFICE, *March* 30, 1814.

Your letter of the 26th instant, relating to certain suits, which have been instituted against you by persons who have been committed to jail in execution of the sentence of a court-martial, has been received.

In reply I have to observe, that, as the general powers and duties of the Comptroller extend only to the direction of suits for the recovery of debts due to the United States, and to those which are incident to the execution of the laws for the collection of the revenue, it is apprehended that I should not be authorized to assume any direction of the suits in question, or to advise to the employment of counsel to aid in their defence.

I am, &c.

EZEKIEL BACON, *Comptroller.*

JOHN SMITH, Esq., *Marshal, Philadelphia.*

No. 5.

SIR: TREASURY DEPARTMENT, COMPTROLLER'S OFFICE, *July* 18, 1815.

I have received your letter of the 15th instant, and, agreeably to your request, transmit a copy of the opinion of Chief Justice Marshall, in the case of Wm. Mead. Mr. Hay, of Richmond, has been requested, if it can be done, to bring up this case, to have the decision of the Supreme Court of the United States thereon. Should the marshal of Pennsylvania apply to you for information on this subject, you will be pleased to give him your advice, conforming to the principles laid down by Judge Marshall, where those principles may apply to the cases which may come before you for consideration and advice. Although the Chief Justice decides a case before him on its own particular circumstances, yet it may embrace principles which may apply to other cases. It would be well not to enforce the collection of fines where the principles laid down in the opinion given in the case of Mead, may be deemed to apply; but, in other cases, to proceed to collect. The course which is now contemplated to be pursued relative to the collection of these fines, is the result of a consultation on the subject, both with the President and Secretary of War. With great respect,

JOSEPH ANDERSON.

CHARLES J. INGERSOLL, Esq.,
Attorney for the United States, Pennsylvania, Philadelphia.

No. 6.

SIR: TREASURY DEPARTMENT, COMPTROLLER'S OFFICE, *December* 27, 1815.

Your letter of the 21st instant, enclosing one from Anthony Simmons to you, and your answer thereto, have been received. You state that you have already paid $2,742 34 more than you have received of militia fines, in the division in which you reside, and that, under existing circumstances, to enforce payments would involve you in a great many suits.

The attorney of the district of Pennsylvania has been long since written to upon the subject of the collection of militia fines, and, from the knowledge he may have acquired of the manner in which most of the fines may have been imposed, he is better able to judge whether any further collection ought to be attempted, under present circumstances.

It will be admitted that the members of the courts-martial ought to be paid for their services; but, if it shall be found that the courts were ordered by an improper authority, and the fines, consequently, not well laid, it may be doubted whether the United States should be held answerable for the payment of the expenses of the courts-martial, and, under such circumstances, it may be questioned whether you have not already paid more money upon that account than you were legally authorized. I cannot, therefore, under existing circumstances, authorize you to make further payment to any of the members of the militia courts-martial.

With due respect,

JOSEPH ANDERSON.

JOHN SMITH, Esq., *Marshal, Pennsylvania, Philadelphia.*

No. 7.

Circular to the following named marshals.

SIR: TREASURY DEPARTMENT, COMPTROLLER'S OFFICE, *March* 20, 1816.

I am informed, by a letter of the 2d ultimo, from the Secretary of War, that, on the subject of militia fines, new courts-martial will be instituted where the sentences have been declared illegal, and that the President is of opinion that the marshals, in all such cases, ought to be directed to refund the money already collected, upon application by the parties. As soon as the names, &c., of the militia officers, who were called into service, can be ascertained, courts-martial will be constituted for the trial of all who take advantage of any real or alleged irregularity of the proceedings of the courts-martial which have already passed upon their cases. You will, therefore, govern yourself accordingly. You had best apply to the Secretary of War as to the expenses of the courts-martial.

I would further remark, with a view of impressing it particularly on your recollection, that, under the second section of the act of 2d February, 1813, (entitled "An act supplementary to an act, entitled 'An act to provide for calling forth the militia to execute the laws, suppress insurrections, and repel invasions,' and to repeal the act now in force for those purposes, and to increase the pay of volunteer and militia corps,") the only duty imposed upon the Comptroller is to give notice to the district attorneys of the United States to proceed against the marshals, in case of failure to pay over fines into the Treasury, as therein directed. The Comptroller has nothing to do with the preliminary steps of ordering and organizing the courts-martial, &c. Indeed, I conceive that all information to be sought for on this subject is most properly to be looked for from the Department of War. You will, therefore, be pleased, for any directions which you may require on the subject of courts-martial, to apply to that Department.

With due respect,

JOSEPH ANDERSON.

Andrew Moore, Virginia.
Robert Crockett, Kentucky.
Charles T. Porter, East Tennessee.
John Childress, West Tennessee.
John Hamm, Ohio.
John Smith, southern district of New York.
John W. Livingston, northern district of New York.
Thomas Rutter, Maryland.
John Smith, Pennsylvania.

No. 8.

Circular to marshals.

SIR: TREASURY DEPARTMENT, COMPTROLLER'S OFFICE, *August* 13, 1817.

It being deemed expedient by the administration, that the fines which have been imposed upon delinquent militia who were called into the service of the Government during the late war, should be collected, it becomes my duty to direct that you will, without delay, proceed to collect the fines which have been thus imposed.

In making these collections it is deemed proper to advise that no person be committed to close confinement, or taken into custody for want of property out of which to make the money for payment of the fine. Where cases of this kind occur, you will please to remark, in writing, whether the party, upon whom the fine has been imposed, was, at the time he was called into service, single or married, and whether single or married at the time of making your remark. You will please make out a special list of such delinquents, and report to this Department, together with whatever you may do in making the general collection. Out of the moneys which you may receive for the fines, you are authorized to apply so much thereof as may be necessary for the payment of the members of the several courts-martial who may not have been paid, taking proper receipts therefor, which you will of course transmit with your accounts under this head. With due respect,

JOSEPH ANDERSON.

No. 9.

SIR: TREASURY DEPARTMENT, COMPTROLLER'S OFFICE, *January* 5, 1818.

I have the honor to enclose you a copy of my letter to the marshals of the United States, agreeably to your communication to me, as conformable to the views of the President.

I take leave to observe, that the instructions to the marshal to pay the members of the courts-martial out of the fines collected, are not conceived correct. The law which authorizes the collection of such fines requires that, when collected, they shall be paid into the Treasury. The members of the courts-martial should, I respectfully conceive, receive their pay from the War Department, where their accounts ought to be settled; and I have to request that I may receive authority to advise the marshals accordingly.

I have hitherto felt some delicacy in making such communication, because the letter I had written to the marshals was conformably to your instructions to me, as received by you from the President, to whom the subject-matter respecting these courts-martial, and the fines levied by them, was submitted.

All the documents received at this Department respecting militia fines are transmitted herewith.

I have the honor, &c.

JOSEPH ANDERSON, *Comptroller.*

The Hon. WM. H. CRAWFORD, *Secretary of the Treasury.*

No. 10.

Circular to certain marshals.

SIR: TREASURY DEPARTMENT, COMPTROLLER'S OFFICE, *May* 5, 1818.

You were heretofore instructed by this Department to apply so much of the money which you had collected from the delinquent militia, as might be necessary to pay the members of the several militia courts-martial, who might not have been paid, and to take proper receipts therefor, which you were requested to transmit with your accounts under this head.

These instructions were given by this Department, previous to any specific arrangement having been made between the Treasury and War Departments. This being done, and having been advised that instructions from the War Department had been communicated to you, as to the payment of the several members of the militia courts-martial, it is deemed proper to advise you that you are to continue to pay the members of the courts-martial agreeably to the instructions you have received, or may receive, from the Secretary of War; and that you continue to make such payments out of the moneys which you have collected, or may collect, from militia fines. You will be pleased to keep a specific account of all the moneys you have received, or shall receive on account of said fines, and render a statement thereof to this Department, together with the names of the persons, the place of

residence, and the amount of the specific sum received from each. The sums which have been, or may be paid out by you, together with the proper vouchers, must be rendered to the War Department, where your accounts for these expenditures will be settled.

It may be proper to observe, that the moneys which have been collected, or may be collected, for militia fines, are required by law to be paid into the Treasury; but these moneys being in the hands of the marshals, an arrangement has been made between the Treasury and War Departments, to apply them to the payment of members of the several militia courts-martial. This has been done in order to save trouble and risk, in transmitting the moneys to the marshals by the War Department, to meet the payment of the members of the courts-martial who may not have received their pay. These moneys will be reimbursed to the Treasury by the War Department, out of the moneys appropriated by Congress for the payment of courts-martial: hence, you will perceive the necessity of being very particular in the manner of keeping and rendering your accounts.

With due respect,

JOSEPH ANDERSON.

Michael McClary, New Hampshire.	Andrew Moore, Virginia.
David Robinson, Vermont.	John Hamm, Ohio.
Thomas Morris, New York.	John T. Mason, Kentucky.
John Smith, Pennsylvania.	John Childress, West Tennessee.
Paul Bentalou, Maryland.	Charles T. Porter, East Tennessee.

No. 11.

SIR: TREASURY DEPARTMENT, COMPTROLLER'S OFFICE, *March* 31, 1819.

Apprehensive that your predecessor may not have delivered the circular instructions of this Department to certain marshals, relative to the collection of militia fines, the manner of accounting for them, and the payment of the sums due to the members of the courts-martial, I enclose you a copy of them for your information and government, and take leave to request your early attention to the subject; pressing applications having been recently made by members of those courts for the amounts due them for their service.

To enable you to act correctly in this business it would be proper that you should apply to your predecessor for a list containing the names of the members who have been paid by him, and the amount paid to each. He should also pay over to you any moneys remaining in his hands for militia fines, which have been collected by him or his deputies. I enclose an order on him for that purpose.

Respectfully,

JOSEPH ANDERSON, *Comptroller.*

JOHN CONARD, Esq., *Marshal.*

No. 12.

SIR: MARSHAL'S OFFICE, PHILADELPHIA, *April* 13, 1819.

I have the honor to acknowledge the receipt of your letter of the 31st ultimo, with the circular from the Treasury Department of the 5th May last.

I have received no papers of any description from my predecessor in office. My commission was not received for some time after his had expired; in the interval of which he had the books and papers of the office removed, alleging they were private property and belonged to him personally. I have, therefore, no list of militia fines nor any official information of the original amount of fines levied and due in this district, or the amount collected.

On the receipt of your letter I immediately enclosed a copy to the late marshal, with a request that he would give me the necessary information on the subject, and, also, to inform me if he had any money remaining in his hands from the collection of militia fines, and I have this day received his answer, promising an early attention to its contents, without, however, giving me a decided answer as to moneys in his hands; but I infer from its contents, and from other authority, that there is no money to be expected either from him or his deputies, with the exception of two in remote counties of the State, on whom he has given me orders for small sums, which cannot, probably, be collected very soon.

Having understood, verbally, that the collection of the militia fines had been suspended, to wait the event of a question of law pending in the Supreme Court of the United States, in which the right of collecting those fines was involved, I have thought it advisable to wait for special instructions from the Treasury Department before I should proceed with the collections. I have, therefore, no funds at present, to meet the payments due to members of the courts-martial. If, however, it is the intention of Government to pursue the collection, without any delay, I shall make every effort in my power to accomplish it. There has been much hostility manifested by the delinquents against the payment of their fines at all times, and now, more especially, (as the impression is generally gone forth that it would be suspended until the termination of the law question,) it will be still more difficult to collect. Positive instructions, however, from the Treasury Department to the marshal to proceed in the collection would put down the opposition, and tend very much to facilitate the collection.

Very respectfully, your obedient servant,

JOHN CONARD, *Marshal.*

JOSEPH ANDERSON, Esq., *Comptroller.*

No. 13.

SIR: TREASURY DEPARTMENT, COMPTROLLER'S OFFICE, *January* 22, 1820.

In your letter to this Department in answer to one addressed to you, enclosing a copy of the instructions to your predecessor in office, upon the subject of collecting militia fines, you observed "that, on receipt of my letter, you immediately enclosed a copy to the late marshal, with a request that he would give you the necessary information on the subject, and, also, to inform you if he had any money remaining in his hands from the collection of militia fines," and that you received his answer promising an early attention to its contents, without, however, giving you a decided answer as to moneys in his hands; but you say you "infer from its contents, and from other authority, that there is no money to be expected either from him or his deputies, with the exception of two in remote counties of the State, on whom he has given you orders for small sums, which cannot, probably, be collected very soon." As I have not at any time received any returns whatever of militia fines which have been collected by Mr. Smith or his deputies, and having received information from a source entitled to the confidence of the Department, that some of the deputies of Mr. Smith have received large sums of money from delinquents on account of militia fines, which, it is believed, these deputies have never paid over to the marshal, and which they consequently must have in their possession, it becomes, therefore, my duty to call your attention to this subject, and to request that you will give me any information which you have received from Mr. Smith since your letter to me, or which may

have come to your knowledge through any other channel, respecting any militia fines that may have been collected by any of the deputies of Mr. Smith, and retained in their possession.

I will thank you for as early an answer as you can give, in order that I may be enabled to take such measures as the information I have received, if it should be correct, may require.

Respectfully,

JOSEPH ANDERSON, *Comptroller.*

JOHN CONARD, Esq., *Marshal, Philadelphia.*

No. 14.

SIR: MARSHAL'S OFFICE, PHILADELPHIA, *January* 26, 1820.

In answer to your letter of the 22d instant, requesting information relative to the militia fines said to be in the hands of the late marshal's deputies, &c., I have the honor to state that I have received no definite information from Mr. Smith since my answer to your letter of the 31st March last; at that time, as I then informed you, he had given me orders on two of his deputies, which I was then induced to believe were the only sums in the hands of his deputies that were likely to be collected. These sums were said to be small; but I could never learn the amount, nor have I been able to collect either of them. From one I have received no answer, and the other refuses to pay until his bond is given up by Mr. Smith, who has frequently promised to give up all the bonds in order that I might be enabled to collect them, but he has never yet complied.

The only step he has taken towards transferring these accounts to me, was to address a circular dated the first of October last, to his deputies, requesting them to settle all accounts relative to militia fines with me. From some of these I have received answers, some of whom allege they have no moneys in their hands, others admit they have small sums, without, however, specifying the amount in any one case; and they uniformly object to paying until the law-suits which have been commenced against them by the delinquents shall be settled, or until the question pending in the Supreme Court of the United States shall be decided in favor of the collection of the fines.

Among some of the papers I received from the late marshal, I find a return made to him by Lewis Deffebach, one of his deputies in Bucks county, dated the 3d of October, 1818, admitting a balance in his hands at that time of $416; and I have also an official report from my present deputy in that county, stating that receipts given by the said Deffebach to other delinquents for fines collected by him, and not returned in the above account, have been exhibited recently, amounting to the sum of $3,130 60, which, together with the above sum, make the amount of $3,546 60, which appears to be retained by him, unless a part has been paid over to the late marshal very lately. I understand, also, from my deputy in Montgomery county, that the same game has been played there by the late deputies of returning a part only of the fines they have collected; and it is said that great abuses have been committed in the city and county of Philadelphia, but to what extent, and in whose hands, I have not yet ascertained, detached parts only of the returns having been put into my hands by the late marshal, and if I have the whole of his papers I presume there would be no other mode of ascertaining those abuses but to go round and collect the receipts.

It has been suggested by some of the clerks of the late marshal that there are probably very considerable sums in the hands of other deputies, particularly in the counties of Lancaster, Berks, Mifflin, and others, but of these I have no official information, nor can my informants specify any probable sums; such, therefore, is the only information I can give on the subject. But, I presume, if the late marshal was directed by you, he would furnish such materials as would enable you to pursue this business to a final settlement. Any commands you may think proper to honor me with in the premises shall be cheerfully and promptly attended to.

In your letter of the 31st of March last is the following paragraph:

"He should pay over to you any moneys remaining in his hands for militia fines which have been collected by him or his deputies. I enclose an order on him for that purpose."

There being no order enclosed to me by that letter, or any other, I conclude that the order was forwarded to Mr. Smith, but having never heard any thing more on the subject, I should be glad to be informed if I misapprehended that part of the letter; if so, there must have been a mistake at your office in omitting to enclose the order.

Very respectfully, your obedient servant,

JOHN CONARD, *Marshal.*

Hon. JOSEPH ANDERSON,
Comptroller of the Treasury of the United States.

No. 15.

SIR: TREASURY DEPARTMENT, COMPTROLLER'S OFFICE, *March* 1, 1820.

On application to you by Mr. Conard, your successor in office, you are requested to deliver to him all the returns which you or your deputies may have received from courts-martial, of the fines which they have assessed, and to pay over to him all such moneys as may have been collected by you or your deputies, and which yet remain in your hands, after deducting the fees allowed by law for collecting, and his receipt therefor shall be an exoneration to you and your deputies.

Respectfully,

JOSEPH ANDERSON, *Comptroller.*

To JOHN SMITH, Esq.,
Late Marshal for the State of Pennsylvania.

No. 16.

SIR: TREASURY DEPARTMENT, COMPTROLLER'S OFFICE, *March* 1, 1820.

The case of Houston against Moore, deputy marshal, which was brought up to the Supreme Court of the United States from the Supreme Court of Pennsylvania, by writ of error, has lately been decided, and the opinion of the Supreme Court of Pennsylvania affirmed. Shortly after this decision was pronounced by the court, I addressed a letter to the clerk of the Supreme Court of the United States, requesting him to send me a certified copy of the opinion of the court, as I wished to communicate copies of that opinion to the marshals; but I have not yet received it; Mr. Caldwell, the clerk, being, I suppose, so much pressed with business during the sitting of the court, that he has not had time to attend to it. Thus circumstanced, I have deemed it proper, in order to prevent longer delay, to advise you that the Supreme Court of the United States having, by their decision, sustained the collection of the militia fines in Pennsylvania, it will be expedient to proceed to collect them in every case where the delinquency has been reported to you, except in cases where the delinquent may be able to produce evidence that the fine has been remitted by the President. You will also be pleased to obtain from the late marshal Smith and his deputies, all the returns which they have received from the courts-martial, and all the

moneys which they, or any of them, shall have collected for militia fines, and retain the moneys so obtained in your hands until you shall be specially instructed how to dispose of it, which will be in a very short time. If the late marshal, or any of his deputies, should decline or refuse to pay over to you the moneys they have received on account of militia fines, you will please report the fact to this Department, and the amount of money which they have respectively withheld, after deducting from the sums they may have received the per cent., which they are allowed by law for collecting. This information is necessary in order that the requisite instructions may be given to the district attorney to bring suits against the late marshal, or such of his deputies as shall not have paid over or fully accounted for the moneys they have collected for fines. In every case in which you may require legal advice in this business, you must apply to Mr. Ingersoll, district attorney. Should you be compelled to report the late marshal, or any of his deputies, for refusing to pay over the moneys they have collected, it will be necessary to ascertain the names of the persons from whom they have collected the fines, and the amount collected from each. In fact, a settlement cannot be made with the late marshal, or his deputies, without such knowledge; and should the Government be compelled to bring suits, this specific information will be indispensable to sustain them. It will be proper to make regular reports to this Department of the moneys which you, or your deputies, may collect for militia fines, and from whom. I enclose you an order on the late marshal Smith, to deliver to you all the returns which he, or his deputies, may have received from courts-martial, of the fines which they have assessed, and to pay over to you all such moneys as may have been collected by him or his deputies, which yet remain in their hands, after deducting the fees allowed by law for collecting, as herein before observed.

Respectfully,

JOSEPH ANDERSON, *Comptroller.*

JOHN CONARD, Esq., *Marshal Pennsylvania.*

No. 17.

SIR: TREASURY DEPARTMENT, COMPTROLLER'S OFFICE, *June* 26, 1820.

In consequence of the information contained in your letter of the 9th instant, I have this day instructed the district attorney of Pennsylvania to bring suit without delay against Lewis Deffebach, late deputy marshal under John Smith, on account of moneys collected by said Deffebach for militia fines. I have informed Mr. Ingersoll that you will furnish him with the necessary evidence to support the suit. Whenever you shall obtain further information respecting the fines collected by the late marshal or his deputies be pleased to inform me of it without delay, and immediate instructions shall be given to the district attorney to bring suit. I am extremely sorry that the late marshal Smith has evinced so much unwillingness to give up the bonds against his deputies, especially after he had promised you that he would.

Agreeably to your suggestion I will again write to Mr. Smith, and request him to give up those bonds to you. I cannot conceive what motive he can have for withholding them.

Respectfully,

JOSEPH ANDERSON, *Comptroller.*

JOHN CONARD, Esq., *Marshal Pennsylvania, Philadelphia.*

No. 18.

SIR: TREASURY DEPARTMENT, COMPTROLLER'S OFFICE, *June* 26, 1820.

I have recently been advised by John Conard, Esq., marshal for the district of Pennsylvania, that Lewis Deffebach, of Bucks county, late a deputy marshal under John Smith, had collected considerable sums of money from delinquent militiamen, on account of fines imposed upon them by courts-martial, which moneys, so collected, the said Deffebach has hitherto refused to pay, and still refuses to pay, to the marshal of the district of Pennsylvania, who has been authorized by this Department to receive all moneys which may have been collected by the late marshal, or his deputies. I have, therefore, to request that you will, without delay, bring suit against the said Lewis Deffebach, deputy marshal as aforesaid.

Mr. Conard informs me that he is prepared to furnish you with the necessary proof to support the suit.

Respectfully,

JOSEPH ANDERSON, *Comptroller.*

C. J. INGERSOLL, Esq., *District Attorney, Philadelphia.*

No. 19.

SIR: TREASURY DEPARTMENT, COMPTROLLER'S OFFICE, *January* 7, 1822.

I would thank you to inform me, as early as practicable, whether a suit has been instituted by Mr. Ingersoll, district attorney for the eastern district of Pennsylvania, against Lewis Deffebach, formerly a deputy under Mr. Smith, late marshal for that district, for the recovery of militia fines collected by him, and retained in his hands; if so, be pleased to state the time when it was brought; the amount for which brought, and the present state of it.

I would also thank you to inform me of the date of the suits against John Smith, late marshal of the district of Pennsylvania, and of the present state of the suits.

With great respect,

JOSEPH ANDERSON, *Comptroller.*

STEPHEN PLEASONTON, Esq., *Agent of the Treasury.*

No. 20.

SIR: TREASURY DEPARTMENT, FIFTH AUDITOR'S OFFICE, *January* 7, 1822.

I have the honor to state in reply to the inquiry contained in your letter of this day's date, relative to "Lewis Deffebach, late deputy marshal for the eastern district of Pennsylvania," that it does not appear from the records of this Department, or the returns for that district, that any suit has been instituted against him for the recovery of militia fines.

To your inquiry respecting the date of the suit against John Smith, late marshal for the district of Pennsylvania, I have to add that there were two suits ordered against him on the 30th of June, 1820: one for $157 61, in relation to taking an account of manufactures; the other for $4,529 15, for expenses in holding courts, &c., in both of which cases he was discharged from imprisonment by the President of the United States.

I have the honor to be, your most obedient servant,

S. PLEASONTON,
Agent of the Treasury.

HON. JOSEPH ANDERSON.

No. 21.

SIR: TREASURY DEPARTMENT, COMPTROLLER'S OFFICE, *June* 30, 1820.

I enclose, herewith, for suits, transcripts of the following accounts of John Smith, late marshal for the State of Pennsylvania:

1. His account in relation to taking an account of manufactures, &c., according to which there is a balance of this sum due from him to the United States, - - -	$157 61
2. His account for expenses in holding courts, &c., according to which there is a balance of this sum due from him to the United States, - - -	4,529 15
	$4,686 76
3. His account in relation to prisoners of war, according to which a balance of 972\frac{85}{100}$ is due to him, which deducted from the above balances - - -	972 85
Leaves this sum due from him to the United States, exclusive of interest, - -	$3,713 91

From the collector of the customs you can, I presume, ascertain the amount collected by Mr. Smith on duty bonds, which has not been accounted for by him.

It is, also, probable that he collected some militia fines which have not been accounted for by him, but what amount is not known to this Department.

The precise amount for which suit is to be instituted cannot, therefore, be stated.

With great respect,

JOSEPH ANDERSON, *Comptroller.*

CHARLES J. INGERSOLL, Esq., *District Attorney, Philadelphia.*

17th CONGRESS.] No. 212. [1st SESSION.

ORDNANCE AND ORDNANCE STORES.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, FEBRUARY 7, 1822.

To the House of Representatives: WASHINGTON, *February* 7, 1822.

In compliance with a resolution of the 17th ultimo, I transmit a report from the Secretary of War, which, with the accompanying documents, contain the information requested.

JAMES MONROE.

DEPARTMENT OF WAR, *January* 31, 1822.

The Secretary of War, to whom was referred the resolution of the House of Representatives, of the 17th ultimo, "that the President of the United States be requested to cause to be laid before this House a statement, showing the number of battering cannon, mortars, and howitzers, with the several calibers of the cannon, and size of the mortars and howitzers, within each fortification of the United States; the number of shot and their several weights, and the number of shells and their size within the same; the number of gun and howitzer carriages, and mortar beds, fit for service, within the same; the number of battering cannon, their respective calibers, not in service, including those contracted for and not yet delivered; the number of mortars and howitzers, and their dimensions, not in service; the quantity of shot and shells in store for the same, their respective sizes and diameters; the number of caissons fit for service; the number of new carriages constructed for the guns in the forts, or for the new fortifications; the number of cannon, mortars, and howitzers, their calibers and size, required for the old fortifications, and fully to supply the new fortifications lately finished, and those now building; and an estimate of the amount required to provide all the cannon, mortars, howitzers, their shot and shells, carriages and beds, for the same, and for caissons for the present army, that may be deemed necessary; the number of field-pieces in service, with their several calibers, and the shot prepared for the same; and whether any addition to those are deemed necessary; and, if so, what number, their several calibers, and an estimate of their cost;" has the honor to transmit, herewith, a report of the Ordnance Department, with its accompanying statements, marked A to G, which contains the information requested; which is respectfully submitted.

J. C. CALHOUN.

THE PRESIDENT OF THE UNITED STATES.

SIR: ORDNANCE DEPARTMENT, *January* 29, 1822.

I have the honor to communicate, herewith, sundry statements, prepared in obedience to your order, and containing the information required by the resolution of the House of Representatives, the 17th ultimo, viz:

Statement A exhibits the number of battering cannon, mortars, howitzers, shot, shells, gun and howitzer carriages, and mortar beds, with the several denominations of each, within each fortification of the United States.

Statement B shows the number of the same description of ordnance and stores, deposited at the arsenals and not in service, including those contracted for and not yet delivered.

Statement C contains the number of cannon, mortars, and howitzers, together with their carriages, required fully to supply the new fortifications lately finished, and those now building.

The paper marked D exhibits, in a condensed form, the results of the foregoing statements, with a full statement of the additional supply required; to which is appended the data upon which the calculations are founded.

The paper marked E contains an estimate of the amount required to provide all the cannon, mortars, howitzers, shot, shells, gun carriages, and mortar beds, which are deemed necessary for the public service.

Statement F shows the number of field-pieces on hand, with the number contracted for and not yet delivered; together with the caissons, travelling forges, and shot, prepared for the same.

The paper marked G contains a statement of the field artillery, which is deemed necessary, in addition to the supply now on hand, together with an estimate of its cost.

I have the honor to be, sir, very respectfully, your obedient servant,

GEO. BOMFORD, *Colonel, on ordnance duty.*

The Hon. J. C. CALHOUN.

A.

Statement of the battering cannon, mortars, howitzers, shot, shells, and carriages, within each fortification of the United States.

STATIONS.	BATTERING CANNON.				MORTARS.			HOWITZERS.		SHOT.				SHELLS.			SEACOAST AND GARRISON CARRIAGES FOR CANNON.				MORTAR BEDS.			CARRIAGES FOR HOWITZERS.		SIEGE CARRIAGES.	
	Forty-two pounder.	Thirty-two pounder.	Twenty-four pounder.	Eighteen pounder.	Ten inch seacoast.	Ten inch siege.	Eight inch.	Eight inch.	Twenty-four pounder.	Forty-two pounder.	Thirty-two pounder.	Twenty-four pounder.	Eighteen pounder.	Ten inch.	Eight inch.	Twenty-four pounder.	Forty-two pounder.	Thirty-two pounder.	Twenty-four pounder.	Eighteen pounder.	Ten inch seacoast.	Ten inch siege.	Eight inch.	Eight inch.	Twenty-four pounder.	Twenty-four pounder.	Eighteen pounder.
Fort Sullivan, Eastport, Maine,	-	-	-	4	-	-	-	-	-	-	-	-	427	-	-	-	-	-	-	4							
Harbor of Portland, Maine,	-	-	-	4	-	1	-	-	-	-	42	1,416	1,096	92	-	168	-	-	-	-	-	1	-	-	-	-	4
Harbor of Portsmouth, New Hampshire,	-	-	28	7	-	-	-	-	1	-	-	2,198	934	-	-	200	-	-	28	9	-	-	-	-	1		
Fort Sewall, &c. Marblehead, Mass.	1	-	13	23	-	-	-	-	1	60	-	805	1,690	-	-	-	1	-	7	9	-	-	-	-	1	-	15
Harbor of Boston, Massachusetts,	-	29	39	5	1	-	-	-	-	-	2,126	4,461	227	42	-	30	-	6	9	-	1						
Harbor of Newport, Rhode Island,	-	37	25	13	-	6	-	2	3	-	3,196	2,477	1,870	89	309	271	-	44	23	3	-	2	-	2	2	10	2
Harbor of New London, Connecticut,	-	-	21	20	-	-	-	-	1	-	-	2,946	3,045	-	-	200	-	-	21	18	-	-	-	-	1	-	2
Harbor of New York,	27	126	85	44	1	7	1	2	-	5,362	9,833	12,549	14,683	3,400	1,928	773	26	102	57	24	1	4	-	2	-	-	10
West Point, New York,	-	-	1	1	-	2	-	1	1	-	-	150	176	9	-	25	-	-	-	-	-	2	-	1	1	1	1
Fort Pike, Sackett's Harbor, New York,	-	-	3	7	-	5	-	-	-	-	15	1,027	1,743	333	214	584	-	-	-	1	-	5	-	2	3	3	6
Fort Niagara, New York,	-	-	-	7	-	1	-	-	3	-	-	12	783	60	-	146	-	-	-	-	-	1	-	-	2	-	3
Harbor of Plattsburg, New York,	-	2	2	8	-	2	2	-	8	-	96	9,218	3,359	181	618	350	-	-	-	-	-	-	1	-	4	3	9
Forts Mifflin and Gaines, Philadelphia,	-	20	45	8	-	4	-	-	3	-	876	2,800	667	390	172	48	-	-	-	-	-	-	-	-	1		
Fort McHenry, Baltimore, Maryland,	-	5	17	22	1	2	2	-	2	140	550	6,291	7,881	84	20	-	-	5	19	3	1	2	2				
Fort Severn, Annapolis, Maryland,	-	-	4	-	-	-	-	-	-	-	-	260															
Fort Washington, Potomac, Maryland,	-	-	4	8	-	1	-	-	-	-	281	560	735	9	-	-	-	-	-	-	-	1	-	-	-	-	1
Harbor of Norfolk, Virginia,	-	-	10	18	-	-	-	2	2	-	348	5,298	2,086	-	121	58	-	-	10	12	-	-	-	1	1	-	2
Fort Johnson, Smithville, North Carolina,	-	-	28	15	-	-	-	-	-	-	-	713	436	-	-	-	-	-	11								
Harbor of Charleston, South Carolina,	-	2	30	3	-	1	-	-	1	-	165	4,400	1,788	10	80	50											
Harbor of Savannah, Georgia,	-	-	8	-	-	-	-	-	-	-	-	268	-	-	-	-	-	-	8								
Fernandina, Amelia island,	-	-	-	1	-	-	-	-	2	-	-	-	413	-	-	352	-	-	-	-	-	-	-	-	2	-	1
Fort Gadsden, Florida,	-	-	-	2	-	-	-	-	2	-	-	-	150	-	-	45	-	-	-	2	-	-	-	-	2		
Fort Boyer and Mobile Bay,	-	3	8	-	-	-	-	2	4	-	456	1,026	540	-	130	800	-	1	7								
Fort Petite Coquille, Louisiana,	-	-	3	5	-	-	-	-	-	-	-	390	380	-	-	-	-	-	3	4							
Fort St. Phillip's,	-	2	38	-	-	-	-	1	1	-	163	3,378	8	-	61	120	-	2	28	-	-	-	-	1			
Council Bluffs,	-	-	-	-	-	-	-	-	2	-	-	-	-	-	-	190	-	-	-	-	-	-	-	-	2		
St. Peter's, Mississippi,	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	109	-	-	-	-	-	-	-	-	1		
Michilimackinac,	-	-	-	2	-	-	-	-	3	-	-	-	330	-	-	-	-	-	-	-	-	-	-	-	2	-	2
Fort Shelby, Detroit,	-	-	1	1	-	-	-	-	5	-	105	440	837	-	-	70	-	-	-	-	-	-	-	-	4		
Total,	28	226	413	228	3	32	5	10	46	5,562	18,252	63,083	46,281	4,699	3,653	4,589	27	160	231	89	3	18	3	9	30	17	58

ORDNANCE DEPARTMENT, *January* 29, 1822.

GEORGE BOMFORD, *Lieut. Colonel, on ordnance duty.*

B.

Statement of the battering cannon, mortars, howitzers, shot shells, and carriages, not in service, deposited in the several arsenals and depots in the United States, including those contracted for and not yet delivered.

STATIONS.	BATTERING CANNON.				MORTARS.			HOWITZERS.		SHOT.				SHELLS.			MORTAR BEDS.			CARRIAGES FOR HOWITZERS.		SIEGE CARRIAGES.	
	Forty-two pounder.	Thirty-two pounder.	Twenty-four pounder.	Eighteen pounder.	Ten inch seacoast.	Ten inch siege.	Eight inch.	Eight inch.	Twenty-four pounder.	Forty-two pounder.	Thirty-two pounder.	Twenty-four pounder.	Eighteen pounder.	Ten inch.	Eight inch.	Twenty-four pounder.	Ten inch seacoast.	Ten inch siege.	Eight inch.	Eight inch.	Twenty-four pounder.	Twenty-four pounder.	Eighteen pounder.
Arsenal, Watertown, Massachusetts,	-	-	-	-	1	9	-	4	4	-	175	3,000	994	1,184	100	1,196	1	3	-	3	1		
Arsenal, Watervliet, New York,	-	-	29	57	-	2	1	-	4	-	1	1,227	1,672	794	44	3,766	-	-	-	-	-	2	22
Arsenal, Rome, New York,	-	-	1	11	-	1	-	-	-	-	62	80	147	-	861	462	-	1					
Arsenal, New York city,	-	-	1	26	1	17	-	2	2	-	445	2,025	1,995	31	10	-	1	8	-	2	1	2	16
Arsenal, Frankfort, Pennsylvania,	-	-	6	7	-	-	-	-	-	-	-	389	603	260	-	64	-	-	-	-	-	6	5
Arsenal, Philadelphia, Pennsylvania,	-	-	4	14	-	-	-	-	-	-	-	-	-	2,000	3,068	300							
Arsenal, near Baltimore, Maryland,	-	-	-	24	1	3	-	6	4	-	-	250	-	1,311	272	5,159							
Arsenal, Pittsburg, Pennsylvania,	-	-	20	52	-	-	-	-	12	-	650	751	506	-	-	-	-	-	-	-	3	-	3
Arsenal, Newport, Kentucky,	-	-	-	-	-	-	-	-	1	-	1												
Arsenal, Greenleaf's Point D. C.	-	-	86	60	17	17	-	1	99	-	29	650	2,148	91	-	108	5	13	-	-	-	7	1
Arsenal, near Richmond, Virginia,	-	-	88	16	-	-	-	-	90	-	-	3,169	-	640									
Arsenal, Charleston, South Carolina,	-	6	19	13	-	5	1	3	3	-	2,011	3,302	5,849	1,204	395	50	-	5	1	3	2	8	
Depot, Savannah, Georgia,	-	-	8	7	-	-	-	-	-	-	-	1,544	682	-	26								
Arsenal, Augusta, Georgia,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	13							
Arsenal, New Orleans,	-	-	5	12	-	-	-	1	4	-	369	4,770	1,111	-	791	243	-	-	-	-	4	-	5
Arsenal, Baton Rouge,	-	-	-	-	-	-	-	-	-	-	-	1	1										
Arsenal, Belle Fontaine,	-	-	-	2	-	-	-	-	1	-	-	-	1,752	-	-	627	-	-	-	-	1	-	2
Arsenal, Detroit, Michigan Territory,	-	-	-	3	-	-	-	-	-	-	183	1,265	1,684	-	-	313	-	-	-	-	2		
Amount due on contracts, viz:																							
With Messrs. McClurg and McKnight,	-	-	-	-	-	-	-	-	30														
John Mason,	-	-	-	-	-	13	-	-	-	-	-	-	-	-	-	-	-	17					
John Clarke and Co.	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,000							
Total, - - -	-	6	267	304	20	67	2	17	254	-	3,926	22,423	19,144	7,515	5,567	16,301	7	47	1	8	14	25	54

ORDNANCE DEPARTMENT, *January* 29, 1822.

GEORGE BOMFORD, *Lt. Col. on ordnance duty.*

C.

Statement of the cannon, mortars, and howitzers, with the carriages for the same, required for the supply of the new fortifications lately finished, and those now building.

NAMES OF FORTIFICATIONS.	24 pr. cannon.	10 inch seacoast mortars.	8 inch howitzers.	24 pr. seacoast and garrison carriages.	10 inch seacoast mortar beds.	8 inch howitzer carriages.
Fort Diamond, New York,	87	-	-	87	-	
Delaware, Pennsylvania,	234	10	28	234	10	28
Washington, Potomac, Maryland,	90	-	-	90	-	
Monroe, Virginia,	320	60	-	320	60	
Calhoun, do.	216	-	-	216	-	
Mobile Point, Alabama,	108	10	-	108	10	
Dauphin Island, do.	108	10	-	108	10	
Rigolets, Louisiana,	58	6	-	58	6	
Chief Monteur, Louisiana,	58	6	-	58	6	
Number required for the old fortifications,	-	98	-	-	98	
Total required,	1,279	200	28	1,279	200	28
Number in depot, which can be applied towards meeting this supply,	267	20	17	-	7	8
Number which remains to be provided,	1,012	180	11	1,279	193	20

REMARKS.

The armament required for the new fortifications, as given in the foregoing statement, is derived from the reports of the Engineer Department, which have been heretofore communicated to Congress.

This statement gives no estimate of the number of cannon required for the *old* fortifications. By the report of the Board of Engineers, it appears to be in contemplation to suppress some of the old works when the new fortifications are completed, and to enlarge others. No precise information can now be had of the extent of such modifications. It is judged, however, that the ordnance which may be taken from the fortifications which are to be suppressed, will be equal to the additional supply required for those which may be augmented. This basis may be assumed as sufficiently accurate in regard to *cannon;* but not so as it respects *heavy mortars.* None of our seacoast defences are adequately supplied with the latter. It is recommended, therefore, to provide as many seacoast mortars for the old fortifications as are required for the new.

GEO. BOMFORD,
Lieutenant Colonel, on ordnance duty.

ORDNANCE DEPARTMENT, *January* 29, 1822.

D.

Recapitulation, exhibiting the total quantity of ordnance and ordnance stores on hand in the fortifications and in depot; also an estimate of the additional quantity for the old fortifications, and fully to supply the new works lately finished and now building.

	BATTERING CANNON.				MORTARS.			HOWITZERS.		SHOT.				SHELLS.			SEACOAST AND GARRISON CARRIAGES FOR CANNON.				MORTAR BEDS.			CARRIAGES FOR HOWITZERS.		SIEGE CARRIAGES.	
	Forty-two pounder.	Thirty-two pounder.	Twenty-four pounder.	Eighteen pounder.	Ten inch seacoast.	Ten inch siege.	Eight inch siege.	Eight inch.	Twenty-four pounder.	Forty-two pounder.	Thirty-two pounder.	Twenty-four pounder.	Eighteen pounder.	Ten inch.	Eight inch.	Twenty-four pounder.	Forty-two pounder.	Thirty-two pounder.	Twenty-four pounder.	Eighteen pounder.	Ten inch seacoast.	Ten inch siege.	Eight inch siege.	Eight inch.	Twenty-four pounder.	Twenty-four pounder.	Eighteen pounder.
Number in fortifications. (See statement A.)	28	226	413	228	3	32	5	10	46	5,562	18,252	63,083	46,284	4,699	3,653	4,589	27	160	231	89	3	18	3	9	30	17	58
Number in depot at arsenals. (See statement B.)	-	6	267	304	20	67	2	17	254	-	3,926	22,423	19,144	7,515	5,567	16,301	-	-	-	-	7	47	1	8	14	25	54
Total on hand,	28	232	680	532	23	99	7	27	300	5,562	22,178	85,506	65,428	12,214	9,220	20,890	27	160	231	89	10	65	4	17	44	42	112
Number yet to be provided for the new fortifications. (See statement C.)	-	-	1,012	-	180	-	-	11	-	-	-	-	-	-	-	-	-	-	1,279	-	193	-	-	20			
Estimate of the quantity necessary, in addition to the above,	-	-	90	-	-	-	-	100	-	-	-	92,694	-	5,906	-	9,110	-	-	-	130	-	-	-	100	120	90	
Total amount to be provided,	-	-	1,102	-	180	-	-	111	-	-	-	92,694	-	5,906	-	9,110	-	-	1,279	130	193	-	-	120	120	90	
Total, including the quantity on hand and the amount to be provided,	28	232	1,782	532	203	99	7	138	300	5,562	22,178	178,200	65,428	18,120	9,220	30,000	27	160	1,510	219	203	65	4	137	164	132	112

ORDNANCE DEPARTMENT, 29*th January*, 1822.

GEORGE BOMFORD, *Lieutenant Colonel on ordnance duty.*

Remarks in explanation of the estimate contained in statement D.

Battering cannon. In order to simplify the service of our batteries in future, it has been recommended to furnish cannon all of the same caliber, for the supply of both the old and the new fortifications; therefore, no other battering cannon than twenty-four pounders have been named in the estimate. It is proper to remark, that the cannon now on hand consists of a great variety of patterns of English, French, and American manufacture; some of those procured during the revolutionary war are still on hand, and included in the returns of the present time. It is probable that, upon a rigid inspection of these cannon, which is now in progress, many of them, from the irregularity of their model and inferior quality, will be found unfit for the service of permanent works. It therefore becomes the more necessary to make provision for the whole number stated in the reports of the Engineer Department as necessary for the fortifications, and also to provide an adequate siege train. For this purpose ninety pieces are added to the estimate. This number it is intended to mount upon travelling carriages, to serve at sieges, and to aid in the defence of the coast, or of temporary works raised to cover cities or other important points.

Mortars. It is not deemed necessary to provide any mortars in addition to the number stated in statement C.

Howitzers. Our stock of eight inch howitzers is believed to be entirely inadequate to the future wants of the service. This arm is indispensable in sieges, and is important also in the defence of places. It is employed in the defence of permanent fortifications and temporary field works, in both of which it is considered an important arm. For these reasons one hundred are added to the estimate.

Shot. The stock of shot on hand is thought to be sufficient for all the calibers except the twenty-four pounder. One hundred rounds of shot for each gun are deemed an adequate supply during the existence of peace. The estimate for twenty-four pounder shot is founded upon this calculation.

Shells. Ten inch shells for the siege and seacoast service are the same, though the mortars from which they are projected are very different. Shells of this denomination have, therefore, to be provided for both. Sixty shells for each mortar is the base upon which the estimate is predicated.

Of eight inch shells the present supply is deemed sufficient.

The estimate for twenty-four pounder shells is founded upon the calculation that one hundred are necessary for each howitzer. The twenty-four pounder howitzer is always mounted on travelling carriages, and is strictly a part of the field train. It is, however, employed in the defence of fortified places, and in sieges, as well as in the field.

Garrison and seacoast carriages. There have been no new carriages constructed for the guns in the old works, or for the new fortifications, for several years past. All those now on hand were constructed during or before the late war; many of them were made upon the pressing emergencies incident to that period, from unseasoned timber, and without that care and attention necessary to their greatest duration. Consequently, they are now mostly unfit for service; there are but few (if any) of them that could be relied upon with confidence. It is, therefore, thought indispensably necessary to make provision for that number at least which are required for the new fortifications, and to add a small number for the supply of the old works.

Mortar beds. The mortar beds are in a situation similar to the seacoast carriages; the same observations will, therefore, apply in the one case as well as the other.

Howitzer carriages. The same considerations which induced an addition of eight inch howitzers to the estimate call for the provision of a like number of carriages. The number of twenty-four pounder howitzer carriages on hand is deemed sufficient for the service in the fortifications only; it remains, therefore, to provide the number requisite for service in the field. Twenty divisions, or one hundred and twenty pieces, are recommended for this branch of service.

Siege carriages. No siege carriages have been made since the late war; most of those reported on hand were in service during the war, and are not now in a condition for active service. It is, therefore, judged proper to provide new carriages for the full number of siege guns required.

In reference to the carriages generally, it is proper to remark, that it is not contemplated to complete them until the period approaches when occasion to use them may be expected. The provision now contemplated extends no further than the preparation and seasoning of the necessary materials.

GEO. BOMFORD,
Lieutenant Colonel on ordnance duty.

ORDNANCE DEPARTMENT, *January* 29, 1822.

E.

Estimate of the amount required to provide all the cannon, mortars, howitzers, their shot and shells, carriages and beds for the same, which are deemed necessary for the service, per statement D.

		Tons.	Cwt.	Price per ton.	Amount.	
1,102	twenty-four pounder cannon, weighing each 48¼ cwt., are - 2,672 tons, 7 cwt.	2,996	7	*at* $110 00	$329,598 50	NOTE.—The prices at which the castings are estimated are considerably lower than those paid for similar articles heretofore. But it is believed that they are not reduced in a greater proportion than the price of labor and materials generally throughout the country, and that they will not be found to vary materially from the proposals which may be obtained by public advertisement.
180	seacoast mortars, weighing each 36 cwt., are - - 324 tons, -					
111	eight inch howitzers, weighing each 13 cwt., are - - -	72	3	125 00	9,018 75	
92,694	twenty-four pounder shot, weighing - - - -	993	3	80 00	79,452 00	
5,906	ten inch shells, weighing each 85 pounds, are - - - -	224	2	125 00	28,012 50	
9,110	twenty-four pounder shells, weighing each 16 pounds, are - - -	65	1	135 00	8,781 75	
	Total tons, -	4,350	16		454,863 50	The cost of the carriages cannot be precisely stated. Those for the seacoast, especially, will differ in form and dimensions, in order to adapt them to the particular construction of the fortifications for which they may be intended. The materials for their construction, including the bar iron and castings, and all the timber necessary to provide for seasoning, and also the labor requisite to prepare the materials in a rough state, so far as to admit of their being readily put together, may be averaged at $260 each.
1,279	twenty-four pounder seacoast carriages.					
130	eighteen pounder seacoast carriages.					
193	ten inch seacoast mortar beds.					
120	eight inch howitzer carriages.					
120	twenty-four pounder howitzer carriages.					
90	twenty-four pounder siege carriages.					
1,932	carriages, the materials for which are estimated at $260 each, are - -	-	-	-	502,320 00	
	Total amount, -	-	-	-	$957,183 50	

ORDNANCE DEPARTMENT, *January* 29, 1822.

GEORGE BOMFORD, *Lieutenant Colonel on ordnance duty.*

F.

Statement of the field artillery on hand, and the number contracted for, but not yet delivered, together with the shot and shells for the same.

	Twelve pounder cannon.	Nine pounder cannon.	Six pounder cannon.	Four pounder cannon.	Twelve pounder carriages.	Nine pounder carriages.	Six pounder carriages.	Four pounder carriages.	Caissons.	Ammunition wagons.	Travelling forges.	Twelve pounder shot.	Nine pounder shot.	Six pounder shot.	Four pounder shot.	Twelve pounder shells.	Six pounder shells.
Number in fortifications, - -	145	34	158	32	77	12	126	15	24	3	2	22,324	7,922	23,368	7,531	-	250
Number in depot at arsenals, - -	268	60	477	29	93	4	98	7	109	33	18	32,560	9,614	82,382	7,977	2,156	4,231
Contracted for, and not yet delivered, -	-	-	100	-	-	-	-	-	-	-	-	-	-	-	-	678	
Total, -	413	94	735	61	170	16	224	22	133	36	20	54,884	17,536	105,750	15,508	2,834	4,481

ORDNANCE DEPARTMENT, *January* 29, 1822.

GEORGE BOMFORD, *Lieutenant Colonel on ordnance duty.*

G.

Statement of the field artillery which is deemed necessary in addition to the quantity now on hand, and also an estimate of its cost.

In the present military peace establishment there are thirty-six companies of artillery, which, if fully equipped for active service, would require one division, consisting of six pieces, to each company, amounting to two hundred and sixteen pieces for the supply of the regular troops. But it is conceived that a number just sufficient for the supply of the regular troops would be inadequate to the permanent defence of the country. During a state of war the country is divided into military districts, each forming a separate and independent command. It is conceived that each of these districts should be provided with a separate train of artillery, and which should be sufficient for its defence, without drawing upon the resources of other and distant districts. The calculations for determining the amount of artillery necessary to provide for any district are founded upon the *maximum* force which it may at any time be deemed necessary to have embodied for its defence.

An estimate of the number of troops necessary for the defence of each district, in time of war, must, in a great degree, be conjectural. A report made by this department, and communicated to Congress in January, 1817, gives an aggregate of from one hundred and fifty to two hundred thousand men. A report made by the Board of Engineers in February last states, that, for the defence of six points of our frontier, with the present fortifications, one hundred and twenty thousand men will be necessary. During the late war, the total regular force (exclusive of militia) authorized by law exceeded sixty-two thousand; if to this be added the number of militia constantly in service, it is believed that the total number of troops in actual service, and under pay, was seldom less than one hundred and fifty thousand. That number is, therefore, assumed as a basis upon which to estimate the quantity of field artillery required.

In armies composed of regular and well-instructed troops, it is usual to allot a half division (three pieces) of artillery to one thousand men. But for newly raised troops, or militia, the proportion of artillery is increased in a ratio varying from a half to a full division for each thousand.

The circumstances under which our troops have frequently been called out for the defence of important positions, the sudden emergencies which make it necessary to assemble large bodies of militia, and the difficulty and delay attending the transport of artillery from distant depots, make it important to be at all times provided with a numerous and well-organized train of field artillery. The highest ratio is, therefore, recommended as a basis for determining the quantity required. From this calculation it results that the quantity of field artillery necessary for the permanent defence of the country amounts to one hundred and fifty divisions, which, it is conceived, should be composed as follows, viz:

	12 pr. cannon.	6 pr. cannon.	12 pr. carriages.	6 pr. carriages.	Caissons.	Travelling forges.	12 pr. shot.	6 pr. shot.
100 divisions of 6 prs. (equal to 600 pieces,) - - -	-	600	-	600	600	50	-	120,000
30 divisions of 12 prs. (equal to 180 pieces,) - - -	180	-	180	-	360	15	36,000	
20 divisions of 24 pr. howitzers (equal to 120 pieces,) - -	-	-	-	-	240	10		
Total, 150 divisions (900 pieces,) - - - -	180	600	180	600	1,200	75	36,000	120,000
Deduct the amount on hand, see statement F, - -	268	577	93	98	109	18	54,884	105,750
Amount yet required fully to complete 150 divisions, - -	-	23	87	502	1,091	57	-	14,250

The twenty-four pounder howitzers, their carriages and shells, are included in the statements D and E, therefore only their due proportion of caissons and forges is introduced in this statement. In the above statement of "the amount on hand," the six and twelve pounder cannon and carriages, which are in the fortifications, are omitted, because all which are in the forts are believed to be necessary there; independent of which, most of the carriages are old, and not in a condition for active field service. For the number of these see statement F.

By the foregoing statement it appears that our stock of cannon and shot for field service on hand corresponds nearly with the quantity supposed to be necessary; but that we are greatly deficient in the gun carriages, caissons, and travelling forges. The latter only are, therefore, embraced in the following

ESTIMATE.

87	twelve pounder travelling carriages, at	$320	each,	- - -	$27,840
502	six pounder, do. do.	280	"	- - -	140,560
1,091	caissons, - - -	240	"	- - -	261,840
57	travelling forges, - -	240	"	- - -	13,680
1,737	carriages, - - - - - -			Total cost,	$443,920

It may be proper to remark, that gun carriages and caissons cannot be hastily constructed. It would require several years to complete the supply to the extent stated in the above estimate, even after a sufficient stock of seasoned timber had been provided. It therefore becomes the more important that early provision be made for this branch of service.

GEO. BOMFORD,
Lieutenant Colonel on ordnance duty.

ORDNANCE DEPARTMENT, *January* 29, 1822.

17th Congress.] No. 213. [1st Session.

ACCOUNTABILITY OF AGENTS.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, FEBRUARY 12, 1822.

SIR: DEPARTMENT OF WAR, *February* 11, 1822.

Since I received your letter of the 14th December, written by the instruction of the Committee on Public Expenditure, I have carefully reviewed "the existing laws for establishing the Department and for prescribing the duties of the several offices therein," in relation to its expenditures; and I am of the opinion that the organization of the Department, with the exception of that portion which relates to Indian affairs, is well calculated to enforce accountability and introduce a high degree of economy. The present organization originated in the act of Congress of 14th April, 1818, and has been long enough in operation to be tested by experience; and though it has not yet attained, in its operation, all of the perfection of which it is susceptible, yet it is believed that under no other system has there been greater punctuality in rendering and settlement of accounts, or economy in the disbursements of the Department. The committee will have a full view of the present system and its operation by reference to the regulations of the army, a copy of which I herewith transmit. They will perceive that the regulations propose to carry a minute and rigid responsibility into every branch of the military disbursements—with what success a reference to the expenditures under their operation will best illustrate. The committee will perceive, by referring to the regulations, that one principle pervades the whole organization—to hold the head of each subordinate department responsible for the disbursements of his department. All advances are made on his recommendation, founded on precise estimates; and all accounts are rendered to him, and, before they are audited, are minutely examined by him and approved. It is thus that responsibility is extended to every item of disbursements, and regularity and economy introduced.

To give the same perfection to the disbursements of the Indian Department, a similar organization ought to be extended to it, which may be effected with very little additional expense, by attaching the office of superintendent of Indian trade to this Department, as superintendent of Indian affairs, to have under his direction, liable to the control of this Department, the trade and intercourse with the Indians and the disbursements of the Indian Department. At present the office of superintendent of Indian trade is not connected with or under the control of any of the Departments of the Government, though in its operations it is so intimately blended with the management of Indian affairs as to render it desirable that it should be under the same general control with that department. So much of the disbursements of the Indian Department is made through the superintendent of Indian trade, that if no other cause for the union of the two existed, that alone would render it desirable. Even if the present trading system should not be continued, the arrangement which has been proposed would still be proper. Should the Government discontinue the trading houses with the Indians, the whole trade would be placed in the hands of individuals, which would require on the part of the Government increased vigilance and attention, to give to that mode of carrying on the trade a salutary direction, and would render it the more necessary that this important branch of our public affairs should be placed under the direction of a distinct subordinate head. Such an arrangement of the Indian Department would render it analogous in its organization to that of the other branches of this Department, and would doubtless be attended with the same desirable results. An officer specially charged with a single department would have leisure to superintend its affairs and examine its disbursements carefully and minutely; while the Secretary of this Department, freed from details, to attend to which he has so little leisure, would have more time to give to the general superintendence of the various important duties imposed on him; without such an organization, which, as has been stated, would be attended with very little additional expense, it will be impossible to introduce into the disbursements of the Indian Department a high degree of regularity, accountability, and economy.

As connected with the request of the committee, though not comprehended in it, I would respectfully suggest the propriety of making some change in the law in relation to the effects of deceased non-commissioned officers and soldiers. They are now by law placed in charge of the officer commanding the troop or company, in whose custody they remain until claimed by the representative of the deceased. In many instances the representative never appears, and in others not until after a long interval of time, when, by the change of the officers, or their neglect, the effects cannot be accounted for. I would respectfully suggest to the committee the propriety of so amending the 95th of the rules and articles of war, that if the representative of the deceased non-commissioned officer or soldier should not appear within six months after his decease, his effects should be sold, under rules to be established by the Department, and the proceeds, together with the money which he may have left at his decease, should be paid over to the Treasury, to be accounted for to his legal representative.

I have the honor to be, very respectfully, sir, your obedient servant,

J. C. CALHOUN.

Hon. THOS. MONTGOMERY,
Chairman of the Committee on Public Expenditures, House of Representatives, U. S.

17th Congress.] No. 214. [1st Session.

FORTIFICATIONS FOR THE PROTECTION OF MOBILE.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, FEBRUARY 28, 1822.

Mr. EUSTIS made the following report:

The Committee on Military Affairs, to which was referred so much of the memorial of the Legislature of the State of Alabama, and of certain citizens thereof, as relates to fortifications, have considered those memorials with the attention due to the respectable authority from whence they have proceeded, and report:

That they have received from the War Department a chart of the entrance of Mobile bay; from the Committee of Ways and Means a chart of the coast, including the Mississippi and the bay of Pensacola, furnished by the Commis-

sioners of the Navy Board; and a chart, by Curtis Lewis, of Alabama, describing the entrance into Mobile bay, with directions for shipmasters to enter the bay, and pursue their course to the cities of Mobile and Blakely, taken in 1820, apparently with great accuracy.

From these charts, taken collectively, it appears that there is a sand bar, at the distance of about four miles from Mobile Point, on which the depth of water is sixteen feet; after passing the bar, the water deepens to eighteen, thirty, and forty-two feet. After passing the Point, it shoals again to eighteen feet, where a ship that can pass the bar may lie in perfect safety, being beyond gunshot of the fort. From thence, pursuing the ship channel, the water shoals gradually to ten feet; from thence, to the city of Mobile, distant about six miles in a direct course, the water shoals to seven feet. The ship channel pursues a circuitous route to the city, in deep water; another channel, equally deep, but more direct, leads to Blakely: from whence it follows that no ship of war larger than a sloop can pass the bar, or approach the city of Mobile nearer than twenty-five miles. The distance from Mobile Point to the city is about thirty-four miles.

The distance from Mobile Point to Dauphin Island is about three and a quarter miles. The ship channel runs near to Mobile Point, within the range of shot from the fort now building; this channel appears to be at least two and a half miles distant from the fort on Dauphin Island; of course beyond gunshot of that island.

The report of the engineers in 1820, herewith submitted, states that a fort is erecting on Mobile Point, to contain 108 guns, 54 of which are intended to defend against an attack by water, and 54 against an attack by land; that on Dauphin Island another fort is intended to be erected, to contain an equal number of guns.

These forts, when completed and garrisoned, cannot be considered (as the engineer states) a sufficient protection against an enemy entering the bay, without the aid of a floating force; in which opinion your committee perfectly coincide; the ship channel being one mile wide, the course direct, and the water deep after passing the bar, so that vessels which can pass the bar might pass in the night without fear of injury from either fort, proceed on, and come to anchor in eighteen feet water, out of the reach of gunshot, and act either against Mobile or Blakely, as might be most convenient to his force.

The committee feel no small degree of diffidence in offering an opinion on a subject which has been considered by men of science in their professional character; at the same time a sense of duty compels them to state their ideas on this subject, as it is considered important by a respectable State, and involves the nation in a heavy expense.

The committee are agreed that a strong fort on Mobile Point is necessary. An attack by ships of war is not, in the opinion of the committee, to be apprehended; for, as they have already stated, no vessel of war larger than a sloop can pass the bar, and sloops of war are not considered competent to lie before a fort. A battery containing a small number of guns would be a sufficient force against any number of vessels of that description. It is true a sloop of war did imprudently fire on the small fort on the Point in the last war, and it is as true she was silenced and taken. The fort may be taken by land, and may be incommoded by gun-brigs brought within the bar, and out of gunshot of the fort, throwing shells into it, while an army is making its regular approaches.

The fort on Mobile Point is placed at the extremity of a narrow strip of land, three or four miles long, and from half a mile to a mile wide. The sea near it is sufficiently deep for the largest vessels. The enemy landed there from the ships, and took the small fort on the Point. Instead of the large work which has been projected, to contain 108 guns, the committee conceive that a smaller work, with a steam frigate and gun-boats, would constitute a better defence. A floating force would be peculiarly useful against an attack by land, as their guns would sweep the peninsula, and prevent bomb vessels from annoying the fort while engaged with an attacking army. The guns for such a steam frigate, and the gun-boats, with the steam apparatus, might be deposited at the city of Mobile, or in the fort at the Point, ready to be mounted, and the frigate and boats constructed when occasion should require it. In the event of the fort being taken, the floating force would retreat into shoal water, and prevent an attack on Mobile or Blakely, as the attack must be made by barges; no vessels drawing more than seven feet water being able to go in a direct course to the city, and in the circuitous route none drawing more than ten feet water.

The report of the engineers states that the object of forts on Mobile Point, and on the eastern point of Dauphin Island, is to prevent the enemy from occupying them as places of refuge, to prevent the mouths of the river from being blockaded, to secure the communication between New Orleans and Mobile bay.

The fort on Dauphin Island is intended to defend the western channel, which they state to be one mile distant, and having a depth of water of ten feet according to their chart, and seven feet according to Lewis, through which vessels constructed for the purpose, and drawing from eight to nine feet water, and mounting twelve or fifteen guns, might enter the bay. It will also, they add, deprive the enemy's vessels of the anchorage under Pelican Island, which anchorage they state to be fit for vessels drawing seventeen or eighteen feet water—that is to say, sloops of war. It will also, as they say, prevent an enemy from establishing himself on Dauphin Island, by cutting a communication between Lake Pontchartrain and Mobile bay, while the fort will serve as a depot for naval stores, and for the stores and armament necessary for the protection of the coasting trade.

The committee have given these subjects due consideration, and have also considered Dauphin Island in all its bearings and relations, and cannot believe them of sufficient importance to justify an expenditure of a million of dollars, which the work on Dauphin Island, with its ordnance and necessary fixtures, will probably require, without taking into view the subsequent expenses incident thereto.

Would a fort on Dauphin Island effect the object contemplated by the engineers? The committee conceive that it could not. It is too far distant from the ship channel to aid in preventing a blockade; nor can the fort on Mobile Point, although near to the channel, entirely effect it. A single sloop of war lying at anchor within the bar, three miles distant from the fort, or in the bay, out of gunshot of the fort, would effectually blockade the bay without being exposed to danger from either fort.

Will a fort on Dauphin Island protect the coasting trade from New Orleans? Certainly it cannot. The channel for coasting vessels has from four to five feet water, and is at least four miles distant from the site of the fort on Dauphin Island. The coasting trade cannot, of course, receive protection from any force placed there.

Would a fort on Dauphin Island be able to deprive an enemy of anchorage under Pelican Island? A sloop of war might anchor under that island, if the engineers' chart be correct, and might remain there. She would then be thirty-five miles distant from Mobile, and could approach no nearer; for the western channel has only ten feet water according to the engineers' chart, and but seven according to Lewis's. The chart last mentioned, and that from the Navy Office, give only eleven and twelve feet water to the entrance; to the anchorage under Pelican Island, of course, not even a sloop of war can enter, if these charts be correct. It is alleged that vessels drawing eight or nine feet water, and mounting ten or twelve guns, may pass through the western channel. If Lewis's chart be correct, they cannot; if that of the engineers be correct, they may. Such vessels may, however, pass more conveniently in the night, in the ship channel, in deep water, and make their arrangements at their leisure for an attack on the city of Mobile or Blakely in the bay, and out of gunshot of the fort.

The engineers say "that the western channel being one mile from the site of the fort on Dauphin Island, such vessels would pass with very little annoyance from the shot of the fort, and that they can be prevented in no way

but by a floating force;" from whence it follows that the immense fortification contemplated on this island could not have the effect of preventing such vessels from entering the bay. The anchorage under Pelican Island may be entered, agreeably to the engineers' chart, by vessels drawing 17 or 18 feet water; but according to the chart of the Navy Commissioners, and that of Lewis taken in 1820, there are only 11 or 12 feet of water; and if these be correct, even sloops of war cannot enter. Vessels drawing only 8 or 9 feet water, and mounting 12 or15 guns, must, as your committee apprehend, be built for the occasion. The steam frigate and gun-boats herein recommended would, in the opinion of the committee, prove a more effectual security against an enemy entering the bay than the 108 guns proposed to be mounted on the land.

The objection to the occupation of Dauphin Island by an enemy, and to his making an establishment there, from whence to cut off the coasting trade between New Orleans and Mobile, consists in this: the water is not sufficiently deep for him to be protected by his fleet, while his object may be much better accomplished by taking possession of Cat Island, thirty miles distant from Lake Pontchartrain, and about fifty miles from the east end of Dauphin Island, where large ships of war may lie in safety, and from whence he may completely intercept their trade. A single sloop of war stationed at Cat or Ship Island would destroy their trade, without risk, unless prevented by a superior naval force.

The fort on Dauphin Island cannot be made use of as a depot of naval stores, or armament for defence of the coasting trade, because the depth of water for nearly a mile distant from the shore will not admit our smallest vessels. Should such a place of deposite be deemed necessary, Mobile Point is in every respect preferable. The harbor near the Point is good, and the water sufficiently deep for vessels to anchor near it, and to discharge their cargoes with facility.

From the best view which the committee have been able to take of the subject, it appears to them that the fortification on Dauphin Island, calculated to contain 108 guns, ought to be discontinued; that an enclosed work on Mobile Point, calculated to mount fifty or sixty pieces of heavy ordnance, with an adequate floating force, and twenty or thirty pieces (say twelve, eighteen, and twenty-four pounders) mounted and deposited in an arsenal to be erected for that purpose at Mobile or Blakely, from whence they may be detached, as occasion might require, to the points of land by which the boats or barges of an enemy must necessarily pass in his approach to either of those places, and to cover the floating force in case of retreat, would constitute a suitable defence for the bay of Mobile.

All which is respectfully submitted.

Statement of distances.—Dauphin Island.

Distance from Dauphin Island to Mobile Point,	
On the large map,	3 miles.
On engineers' chart,	3⅛
On Lewis's marine chart,	4
Distance from the same to the ship channel,	
On large map,	2½
On engineers' chart,	2½
On Lewis's chart,	2½
Distance from the fort on Dauphin Island to Pelican Island,	
On large map, (not given.)	
On engineers' chart,	2¼
On Lewis's chart,	4
Distance from fort on Dauphin Island to Passe au Heron, or coasting channel,	
On large map,	3¼
On engineers' chart,	3½
On Lewis's chart,	7
Depth of water on the bar,	
Large chart,	18 feet.
Engineers' chart,	18
Lewis's chart,	16
Channel near Dauphin Island,	
Large chart,	12
Engineers',	10
Lewis's, 12 feet, with a pass of only	7
Entrance to get under Pelican Island,	
Large chart,	12
Engineers',	18
Lewis's,	11
Passe au Heron, or coasting channel,	
Large chart,	5
Engineers' not given.	
Lewis's,	4
Distance from Mobile Point to the city of Mobile, in a straight line,	
Large chart,	35 miles.
Lewis's,	33
Distance from 18 feet water to the city,	
Large chart,	28
Lewis's,	26
Distance from 14 feet water,	
Large chart,	15
Lewis's,	13½
Distance from 10 feet water,	
Large chart,	3½
Lewis's,	6
Depth of water,	7 feet.

Pass or channel from the anchorage under Pelican Island to the ship channel,	9 feet.
Pass or channel from the same, to proceed direct to the city of Mobile,	7
Distance from Ship Island to the main,	
Large chart,	6 miles.
From Cat river,	7½
Depth of water near those islands,	21 to 24 feet.
Distance from 18 feet water, near Cat Island,	
To Bienvenue,	35 miles.
From same to the pass Rigolets,	20
Distance from Dauphin Island to the Rigolets	90

COLONEL: WASHINGTON, *April* 8, 1820.

I have the honor of submitting to you, as you require, the motives which determined the board to propose occupying the eastern point of Dauphin Island by a fort of the same importance and dimensions as that which has been projected at Mobile Point.

In the report presented by the board (1818) on the defence of the frontier of the Union, on the Gulf of Mexico, the following considerations are those which determined us to defend the entrance of Mobile bay: 1st, To prevent the enemy from occupying it as a port of refuge, from whence he might act against the other parts of the frontier; (a consideration which would become of still greater importance, if, in consequence of the acquisition of Florida, Pensacola became a naval depot and harbor of rendezvous.) 2d, To prevent the mouths of the navigable rivers which fall into this bay from being blockaded, which in time of war would cut off the State of Alabama (and all the new States to be formed hereafter on that frontier) from all communication with the ocean; and, when on this subject, we shall observe that the communication between the Tennessee and the ocean will hereafter take place through Mobile bay by artificial canals. 3d, To secure the communication between New Orleans and Mobile bay by Lake Pontchartrain, and the little interior sea comprised between the main and the chain of islands bounded by Cat Island to the west, and Dauphin Island to the east.

Upon these principles we must conclude that it is not sufficient to close the entrance into Mobile bay, but that we must prevent it from being blockaded, as well as localities will allow.

The entrance into the bay between Dauphin Island and Mobile Point is from three to three and a half miles wide, and has two channels of entry. The eastern and principal channel is one mile wide opposite Mobile Point, and is crossed, three miles below, and to the south of it, by a bar which has only from seventeen to eighteen feet of water at full tide. The western channel passes at one thousand two hundred yards' distance from the eastern point of Dauphin Island; its breadth is about three hundred yards, and it is about ten feet deep; the eastern or further side of this channel is thus at the same distance (one mile) from Dauphin Island as the western or further side of the main channel is from Mobile Point. This breadth (one mile) is rather too great to be very effectually or strongly defended by land batteries above; the board have, therefore, recommended, in time of war, to defend these channels by a division of gun-boats acting in concert with the forts supported by and supporting them.

The first object of the fort projected on the eastern point of Dauphin Island is thus to batter the western channel, where vessels constructed for that purpose, drawing from eight to nine feet of water, and carrying from twelve to fifteen guns, might penetrate into the bay. But it also satisfies to many other important conditions. 1st. It will deprive the enemy of the anchorage north of Pelican Island, and three hundred yards south of Dauphin Island, and secure it to the navy of the Union. This anchorage is fit for ships drawing from seventeen to eighteen feet, and if it were in the enemy's possession, it would afford him every facility for blockading the bay, or penetrating into the western channel. The fort will protect this anchorage, partly by its own fire, and partly by the fire of batteries erected in time of war under its protection. 2d. Occupying the eastern point of Dauphin Island, this fort forms a kind of *tête du pont*, by which troops may at all times be thrown into the island, to prevent an enemy from establishing himself in it, and cutting off the communications, mentioned above, between Lake Pontchartrain and Mobile bay. 3d. This fort, to the east point of Dauphin Island, will serve as a depot of all the means and stores of armament, ammunitions, and provisions, necessary to act with the navy; and defend, by temporary batteries, the several passes between the islands above mentioned, which cover the interior channel of navigation, uniting New Orleans, by Lake Pontchartrain, with Mobile bay.

As to the dimensions of the fort to be established on the eastern point of Dauphin Island, if we consider that it will have a passage to defend of the same breadth as the passage defended by the fort on Mobile Point; that it must, moreover, bear fires upon the anchorage south of the island; that it lies more distant from succors than Mobile Point; and that, in time of war, it must serve as a depot for the stores and armament necessary for the protection of the coasting trade and navigation to the west of the bay, we must conclude that its strength and dimensions cannot be made inferior to those of the fort projected at Mobile Point.

I have the honor to remain, colonel, very respectfully, your most obedient humble servant,

BERNARD, *Brig. Gen.*

To Colonel W. K. ARMISTEAD, *Chief Engineer.* ENGINEER DEPARTMENT.

A true copy.

J. L. SMITH, *Lieutenant Engineers.*

COLONEL: WASHINGTON, *April* 10, 1820.

I have the honor of transmitting to you the motives for which, in my opinion, the fort projected by the board to occupy Mobile Point cannot be reduced in its dimensions, without interfering with its objects.

You will find, in the report presented by the board, (1818,) that fifty-four pieces of the armament of the fort were destined to batter on the sea side, and an equal number on the land side. But fifty-four pieces are not too many to defend a channel of nearly one mile in breadth, and of depth sufficient to admit vessels drawing fifteen feet; and that number of guns, as well as the dimensions of the fort, would have been augmented, if the board had not taken into consideration that it was purposed to strengthen the defence of the channel by gun-boats acting in co-operation with the forts.

By land, the fort is exposed to a regular attack on every side. It was, therefore, necessary to give it sufficient means of defence, to allow time for succors to arrive before it could be taken. If we consider that on this frontier the population is widely scattered, we must conclude that a longer time will be necessary to assemble the militia

there than on other points, and that the fort must be constructed with sufficient strength to resist an invading enemy, until it can be relieved.

I shall only add one consideration to those which I have exposed before. If, in consequence of the acquisition of the Floridas, Pensacola become a naval depot and a harbor of rendezvous, Mobile bay would be a most favorable place of arms for an enemy to operate from thence upon the naval establishments of Pensacola.

These motives, joined to those which I have had the honor of addressing to you on the 8th instant, have brought complete conviction (at least to my mind) that the forts projected by the board at Dauphin Island and Mobile Point cannot be diminished in their dimensions without exposing that important position to be insufficiently defended.

I have the honor, &c.

BERNARD, *Brig. Gen.*

To Colonel W. K. ARMISTEAD, *Chief Engineer.*

A true copy:

J. L. SMITH, *Lieutenant Corps of Engineers.*

17th CONGRESS.] No. 215. [1st SESSION.

INVENTION FOR BORING GUN BARRELS.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, ON THE 2D OF MARCH, 1822.

Mr. WALWORTH, from the Committee on Military Affairs, to whom was referred the petition of James Greer, reported:

That the petitioner states that, in 1797, he discovered and invented a method of boring gun barrels for muskets, rifles, &c., calculated to facilitate the manufacture of arms, and to render the caliber more uniform and true; that he is willing to trasnfer the invention to the United States, to be used in their public armories; and he asks payment for the same.

It appears that, about twenty years after the alleged discovery, and after the instrument or invention had been in general use in the armories of the United States for nearly the same length of time, the petitioner applied at the proper office and took out a patent for the "nut boring bit, &c., for boring musket, rifle, and pistol barrels," &c. The only evidence produced by the petitioner, to show the invention to be his, is the deposition of Thomas Humes, who states that in 1798 James Greer made a boring bit, which was used in boring gun barrels, &c.; but the description given by the deponent is so variant from the schedule annexed to the patent, that it is very doubtful whether it is the same invention therein described.

From a report of Decius Wadsworth, late colonel of ordnance, to the Secretary of War, made the 18th of March, 1820, there is strong reason for believing the petitioner was never entitled to the invention. Mr. Greer states that he invented the instrument in November, 1797; his witness, Thomas Humes, states it to have been in November, 1798, when Greer and himself commenced boring gun barrels; and that the invention or discovery took place some time thereafter. The colonel of ordnance, in his report, states that he is fully convinced, and believes there exists conclusive evidence to prove, that a description of this very tool or instrument was published to the world, in print, prior to the year 1796. If so, Mr. Greer's claim to the invention altogether fails.

The committee recommend the adoption of the following resolution:

Resolved, That the petitioner have leave to withdraw his petition.

SIR: ORDNANCE OFFICE, *March* 18, 1820.

Pursuant to your suggestion in relation to the petition of James Greer, I addressed a letter to him on the 6th instant, and have received an answer from Mr. Enoch C. Breeding, styling himself the attorney of James Greer, by which I have been referred to the Patent Office to obtain a knowledge of the invention of Mr. Greer relative to the boring of musket barrels.

Mr. Greer claims to have been the inventor of the nut auger, used in boring musket barrels, for a great many years back. This invention, he pretends, originated with him in November, 1797, at Philadelphia.

I am fully convinced, and I believe there exists conclusive evidence to prove, that a description of this very tool or instrument was published to the world, in print, prior to the year 1796. If so, Mr. Greer's pretended claim to the invention altogether fails. This being my view of the case, I would recommend that he be left to seek such remedy, if any, as the courts of law may afford him under his patent.

I have the honor to be, very respectfully, sir, your obedient servant,

DECIUS WADSWORTH, *Colonel of Ordnance.*

The Hon. J. C. CALHOUN.

17th CONGRESS.] No. 216. [1st SESSION.

MILITARY ACADEMY.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, MARCH 4, 1822.

Mr. EUSTIS made the following report:

The Committee on Military Affairs, having made the necessary inquiries relative to the Military Academy and the corps of cadets, submit the following statement from the War Department, with the annexed report:

Statement showing the number of admissions, resignations, dismissals, issues, and promotions of cadets at the Military Academy at West Point, annually, from the year 1817 *to* 1821, *inclusive; together with the whole number in each year on the* 31*st of December.*

In what years.	Number admitted.	Whole number.	Resigned.	Discharged or dismissed.	Issued after completing their education.	Promoted or commissioned.
		Dec. 31, say				
1817	37	220	40	3	22	22
1818	113	231	49	14	25	25
1819	48	244	40	2	29	29
1820	67	232	40	8	30	30
1821	98	238	35	17	24	24
	363		204	44	130	130

Taking the number two hundred and thirty as the average number present at the academy in each of the five years, and twenty-six the average number of those who have been commissioned in each year, it follows that the latter are to the former as one to nine, with a small fraction.

The time of the resignations and dismissals stated in the report, not having been required, and not being specified, the committee have reason to believe them to have taken place generally before the students had entered upon those branches which were necessary to qualify them for the several departments of service, as those of engineers, artillery, &c., in which it was the design of the institution to instruct them; as it is well known that many young men have been sent to the academy for the purpose of receiving a general education, without the intention of engaging in military service. To prevent this practice in future, which is considered a perversion of the great object of the institution, it appears to be indispensable that each cadet, with his parent or guardian, should be required to sign, on his admission, an engagement to serve the United States five years, unless sooner discharged, as provided in the act of April 29, 1812.

The omission of this condition appears to the committee to have been among the principal causes to which may be ascribed the great proportion (amounting to nearly two-thirds of the whole number admitted) of resignations and dismissals reported in the return. There have, however, been other causes, among which may be reckoned the deranged state of the affairs of the academy for several years preceding, and for some time subsequent to, the statement herein contained. Within the last two years improvements have been made in every branch of instruction and discipline, affording the fairest prospects, and promising, under the continued patronage of Government, to fulfil the public expectation, and to accomplish the important objects of the institution.

An idea has prevailed that, in addition to the officers furnished to the army, the academy has been the means of distributing throughout the States young men of military education and talents, to be engrafted on the militia. This opinion appears to the committee not to be well founded; nor can it be, so long as the greater part of those who are permitted to resign retire to private life before they have been instructed in the application of the preliminary sciences to any one arm or branch of service, excepting the drill and field duty.

The expense of maintaining and educating the cadets has also engaged the attention of the committee. Not relying on the result to be derived from the annual appropriations for the last two or three years, they have estimated the pay, subsistence, the expense of professors, teachers, &c., and find that, taking the average number (two hundred and thirty) present at the academy, the amount for each cadet exceeds $500 annually, without including the interest of the money expended on the public buildings, the principal of which has exceeded $300,000.

It has been before stated that one in nine of those reported present at the academy have entered the army; but when it is considered that one-half of the whole number have not remained there above two years, it is required to multiply the expense by four and a half or by four; whence it would follow, that the expense of one cadet entering the army on his own account, amounting to $2,000 for four years, multiplied by four amounts to $8,000.

Whether, and how far, it may be expedient to reduce the number and the compensation of the cadets, the committee submit to the judgment of the House, and for that purpose report a bill.

17th Congress.] **No. 217.** [1st Session.

EXPENSES OF THE ARMY AND MILITARY ACADEMY FOR THE YEARS 1818, 1819, 1820, 1821, AND ESTIMATES FOR 1822.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, MARCH 5, 1822.

Sir: Department of War, *March* 1, 1822.

Pursuant to a resolution of the House of Representatives of the 7th ultimo, I have now the honor of submitting "a comparative view of the expenses of the army proper, and Military Academy, for the years 1818, 1819, 1820, 1821, and estimates for 1822, arranged under the various heads of expenditures, according to the present and former organization of the Department of War." The military disbursements for the years 1816 and 1817, as explained by the letter from the Second Auditor, accompanying this report, are so blended with the arrearages of prior years, pay and subsistence of the militia, and claims of certain States and individuals, arising out of the late war, as to preclude the possibility of ascertaining the expenses of the army for those years, and so as to put it out of my power to embrace them in the comparative view called for; though it is believed, if it could be embraced in the comparison, the result would not vary materially from that founded on the expenditure of the year 1818, in

which year a separation was made for the first time between the current expenses of the army and the arrearages growing out of the expenditures of the late war.

Table A, accompanying this report, is the statement of the Second Auditor, and exhibits a view of the expenditures of the army proper, including the Military Academy, from the year 1818 to 1821, inclusive; from which it appears that the expenditures, after deducting for the increased expense on account of the Seminole war in 1818, were, respectively, for those years, $3,702,495 04, $3,374,731 95, $2,816,414 11, and $2,180,093 53; adding to the expenditure of the last year the arrearages of the Quartermaster's department, and subtracting the expenditure incident to the reducing the military establishment in June last, the estimate for the expenditure of the year 1822, including the balances of such of the appropriations of the last year as are required for the service of this, amounts to $1,800,424 85.

Table B is an abstract of the general returns of the army for the years 1818, 1819, 1820, and 1821, showing the number of officers and enlisted men, as reported by the last returns received at the Adjutant General's office, together with the academic staff and military school at West Point; to which is added the number of the military establishment, by the present organization, for the year 1822. From the exhibit in the table it appears that the average strength of the army, including officers and cadets, for the year 1818, was 8,199; for 1819, 8,428; for 1820, 9,693; for 1821, 8,109; and that, from the organization of the present military establishment, if the rank and file be kept full, the strength for 1822 will amount to 6,442.

It also appears from the same table that the commissioned officers were in proportion to the cadets and rank and file of the army, in service for those years, thus:

In 1818, as 1 to 11.75.	In 1821, as 1 to 12.18.
In 1819, as 1 to 12.11.	In 1822, as 1 to 10.25.
In 1820, as 1 to 13.57.	

Table C exhibits the result of the comparative view of the expenditures of the army for the years 1818, 1819, 1820, 1821, and estimates of expenditures for 1822. To illustrate distinctly the operations of the present system in controlling the disbursements of the army, through the instrumentality of a proper organized staff, the items composing the expenditures of the army have been classed under two divisions, viz:

First. Those which are fixed by law, and which cannot be materially affected by administration; such as pay to the officers and men, subsistence to the former, and the allowance to them for servants, forage, transportation of baggage, &c.

Secondly. Those items which are embraced under the general character of supplies for the army, and which may be reduced by correct administration; such as subsistence to soldiers, clothing, quartermasters' and medical stores. As most of the articles embraced under the above denomination are exposed to fluctuate in price, and a considerable reduction took place in the medical, subsistence, and clothing supplies, within the periods compared, proper allowances have been made on that account, amounting, in the price of provisions, from forty to thirty-nine and a half per centum, and in that of clothing and medical stores from seven to eight and a half per centum. The contracts made by the different departments, and the prices current for those years in the principal cities, have been the guides in fixing on those allowances. To the quartermaster's disbursements no additions have been made, as any reduction which may have taken place in the price of supplies furnished by that department has been more than balanced by the increased expenditures to which it has been subject from the extension and multiplication of the frontier posts.

From table C it appears that the expenditures of the army, additions being made as above stated for the reduction in prices of stores and supplies in the years subsequent to 1818, so as to raise the prices of those years to the standard of those of that year, would amount to,

In 1818,	$3,702,495 04
In 1819,	3,663,735 16
In 1820,	3,061,884 00
In 1821,	2,327,552 13
And by estimates for 1822,	1,929,179 91

From the above data and average strength of each year, conformably to an abstract of the general returns of the army, (table B,) it results, as exhibited in table C, that the average cost of the army, for each individual, taking the aggregate of the officers, professors of the Military Academy, cadets, and enlisted men, in the service of the United States, for 1818, was:

In expenditures not materially affected by administration, on an average, each,	$151 93
In expenditures which may be affected by administration, on an average, each,	299 64
Total average cost for officers and enlisted men, &c., each, for 1818,	$451 57
For the year 1819—	
In expenditures of the 1st class, each,	$158 72
In expenditures of the 2d class, each,	275 98
Total average cost, each,	$434 70
For the year 1820—	
In expenditures of the 1st class, each,	$140 45
In expenditures of the 2d class, each,	175 43
Total average cost, each,	$315 88
For the year 1821—	
In expenditures of the 1st class, each,	$136 62
In expenditures of the 2d class, each,	150 40
	$287 02
For the year 1822—	
Conformably to estimates, of the 1st class, each,	$155 30
Conformably to estimates, of the 2d class, each,	144 16
	$299 46

From the above, it appears that there has been an actual annual reduction in the average expense of each officer and soldier in the service—

In the year 1819, of - - - - -	$16 87 each;
In the year 1820, of - - - - -	135 69 each;
In the year 1821, of - - - - -	164 55 each;
And by estimates for 1822, of - - - - -	153 11 each.

The act of Congress for organizing the general staff, agreeably to its present formation, was not approved until the 14th of April, 1818; and the change in the system for controlling the disbursements of the army, under the superintendence of the chiefs of each Department located at Washington, could not be sufficiently matured before the close of the year 1819; which, with the additional expense to which the quartermaster's department was unavoidably subjected in the year 1819, from occupying advanced military posts on the Missouri and Mississippi rivers, will account for the comparatively little reduction in expenditure in that year.

The expenditure for the year 1822, compared with the aggregate of individuals composing the military establishment, though favorable as contrasted with the expenses of 1818, 1819, and 1820, is not so with 1821. This difference is accounted for from the present organization of the military establishment, the officers being in larger proportion to the rank and file than under the former organization; but, if we should suppose the proportion to be the same, the comparison founded on the estimates for 1822 would be more favorable in its results than in the expenditures of the preceding year. From table C, it further appears that the army for the year 1818, being 8,199 strong, including general staff, professors of the military academy, cadets, and enlisted men, cost, for that year, $3,702,495 04; and that for the same numerical force, at the rate of the expenditures in 1818, would have cost—

For 1819, - - - - - -	$3,564,105 30
For 1820, - - - - - -	2,589,900 12
For 1821, - - - - - -	2,353,276 98
And on the estimates for the year 1822, - - - -	2,455,272 51

After making an allowance for the difference in prices of articles of supplies, as above stated, the results in favor of the latter years are, respectively, $138,389 74, $1,112,594 92, $1,349,218 06, and $1,247,222 50.

Such are the results, as founded on the statement of the Second Auditor of the Treasury Department, but which, for the reasons which he has assigned in his report, may not be strictly correct, as the accounts of the expenditure of each year are not kept separately. It is, however, confidently believed that any inaccuracy in the mode of ascertaining the amount of the expenditures of the several years cannot, in any considerable degree, vary the result. This great reduction in the expenditure has been effected by the present organization, principally by the more minute control which, through it, has been given both to the disbursements of public money and the preservation of public property. Its beneficial effects have been no less striking in the prompt rendition and settlement of the accounts of disbursing officers. All of the accounts for supplies and disbursements in the department of the commissary of subsistence, for the year ending the 1st June last, the period at which the contracts for supplying the army expired, are settled, except a few small ones, amounting, in the whole, to $5,405 46, though there were seventy-one contracts formed, and ninety-one disbursing officers attached to this department, during that year.

The settlements in the other subordinate branches of this department are not less prompt. It is believed that the system has attained nearly all the perfection of which it is susceptible, as, by reference to the table marked C, it will be seen that those expenditures liable to be affected by administration, and which are principally on account of the soldiers, will be but little reduced in this year, when compared with those of last year; and it is not doubted but that, if preserved, the system will hereafter prevent the accumulation of unsettled accounts, and of any considerable losses in the expenditure for the army. Taking every circumstance into consideration, the number and distance of the posts, the quantity and quality of the supplies, and the large proportion of officers and cadets, which, while it better fulfils the object of a peace establishment, renders the army more expensive, when compared with the aggregate of individuals, including officers, cadets, and privates, it is believed that at no period has the expense of the military establishment been, in proportion to its size, so small as under its present organization.

Table marked D contains a comparative statement of the expense of supplying the army, from the 1st of June, 1816, till the 31st of May, 1817, under the former system; and the same under the present from the 1st of June, 1820, till the 31st of May, 1821. The new system commenced its operation on the 1st of June, 1819, and, as some additional expenses were necessarily incurred in the first year, it was thought that the operation of the system would be more fairly tested by taking the subsequent year. The year from the 1st of June, 1816, was assumed, under the old system, in preference to the two subsequent years, under the belief that it presents the fairest test of the operation of the former system; the accounts of that year being more completely adjusted, and not involved in the increased expenditure on account of the Seminole war.

I have the honor to be, &c.

J. C. CALHOUN.

Hon. P. P. Barbour, *Speaker of the House of Reps. U. S.*

Sir: Treasury Department, Second Auditor's Office, *February* 14, 1822.

In obedience to the resolution of the House of Representatives, of the 7th instant, calling for "a comparative view of the expenses of the army proper, for the years 1816, 1817, 1818, 1819, 1820, and 1821, with the estimates of 1822, arranged under the various heads of expenditure, according to the present and former organization of the Department of War," I have the honor to transmit herewith a statement of the annual expenses of the army proper for the years 1818, 1819, 1820, and 1821, and beg leave respectfully to observe:

That the expenditures of the several years have been ascertained from the amount of warrants issued, adding to the same the amounts transferred on the settlement of accounts, and by deducting the various sums brought, in like manner, to the credit of the appropriation. The result may not exactly agree with the amount of the expenditures for each year, as part of the expenditure under the warrants of one year may run into the subsequent year. The amount of expenditure charged to the year may also be affected by the final settlement of such accounts as remain to be adjusted; but, it is believed, the amount of the expenditure of the several years would not vary, in any considerable degree, from the statement given.

In relation to the expenses of the army proper, for the years 1816 and 1817, I beg leave to state, that they are so interwoven with the arrearages of prior years, pay and subsistence of the militia, and claims of certain States, and various individuals, arising out of the war, (all of which have been carried to the different heads of appropriation without distinguishing the particular years of the expenditure,) that it is impracticable to separate the expenses of the several years.

I have the honor to be, &c,

WILLIAM LEE.

Hon. J. C. Calhoun, *Secretary of War.*

A.

A view of the expenditures of the army proper, for the years 1818, 1819, 1820, *and* 1821, *arranged under the various heads of expenditures, as follows:*

Heads of expenditure.	1818.	1819.	1820.	1821.
Pay of the army,	$979,483 66	$1,129,081 42	$1,074,199 79	
Pay of the army, and subsistence of the officers and servants,	-	-	-	$1,139,000 67
Subsistence of the army,	980,115 75	645,088 92	561,382 44	327,553 29
Subsistence of officers and servants,	250,681 61	189,634 11	258,676 10	
Forage,	15,543 14	19,053 07	28,545 01	28,922 86
Clothing,	742,629 29	401,480 16	261,518 17	206,565 35
Bounties and premiums,	68,785 63	75,856 56	*48,461 20	21,325 88
Contingencies,	110,159 95	80,466 94	41,003 61	36,533 42
Quartermaster's department,	540,911 05	760,793 40	461,011 56	359,240 23
Medical department,	†87,785 68	40,914 86	37,295 02	28,353 21
Military Academy,	26,399 28	32,362 51	44,321 21	16,698 62
	$3,802,495 04	$3,374,731 95	$2,816,414 11	$2,164,093 53

* In the year 1820, the amount refunded to bounties and premiums, out of the large advances made in previous years, amounted to - - - - - $67,619 63
Whilst the total amount expended was - - - - - 48,461 20

Leaving a balance in favor of that appropriation, of - - - - - $19,158 43

As will be seen by a statement rendered to Congress on the 1st of February, 1821.

† In this statement, a sum of $30,887 93 has been brought to the debit of the medical department in the year 1818, which has not been noticed in a previous view of the expenditures transmitted to the Secretary of War. This expenditure has been covered by a transfer made to that amount, by the President of the United States, on the 18th July, 1818, of several unexpended balances not required.

TREASURY DEPARTMENT, SECOND AUDITOR'S OFFICE, *February* 14, 1822.

WM. LEE, *Second Auditor.*

B.

Abstract of the general return of the army, showing the number of officers and enlisted men, as reported by the last returns received at this office, together with the academic staff and military school at West Point; also, the organization for 1822.

Returns.	ARMY.			MILITARY ACADEMY.		Grand total.	Average strength.	Remarks.
	Commissioned officers.	Enlisted men.	Total.	Staff not of the army.	Cadets.			
December, 1817,	640	7,581	8,221	8	253	8,482		
December, 1818,	644	7,032	7,676	9	232	7,917	8,199	
December, 1819,	641	8,047	8,688	9	244	8,941	8,428	
December, 1820,	687	9,507	10,194	9	232	10,435	9,693	
December, 1821,	541	4,983	5,524	9	241	5,774	8,109	
January, 1822,	541	5,642	6,183	9	250	6,442	6,442	Organization for 1822.

NOTE.—A division of the total for the close of the years 1817 and 1818 will give the average strength of the army, including the Military Academy, for the year 1818. By the same operation, the average strength of the army for the subsequent years 1819, 1820, 1821, and 1822, is ascertained.

The general order organizing the army, as reduced by the act of Congress of the 2d of March, 1821, was not promulgated until the 17th of May following, and many months subsequent to that period must have elapsed before the provisions of the order could take effect at the distant frontier posts. The military establishment of the year 1820 was, therefore, in service for more than six months of the year 1821; assuming, however, six months as the limit of its service, the mean between the grand total strength, as exhibited in the general return of the army in December, 1821, after the reduction, and the total at the close of the previous year, before reduction, must give the accurate average strength for the year 1821.

It appears, from the above general return, that the commissioned officers were in proportion to the cadets and rank and file in service, thus:

In the year 1818, as 1 to 11.75.
In the year 1819, as 1 to 12.11.
In the year 1820, as 1 to 13.57.
In the year 1821, as 1 to 12.18.
In the year 1822, as 1 to 10.27.

JAMES GADSDEN.
Colonel and Adjutant General, U. S. Army.

C.

Comparative statement of the army expenditures, under its various heads.

	1818.	1819.	1820.	1821.	1822.
Permanent expenditures, fixed by law, and not to be materially affected by administration, viz:					
Pay of the army,	979,483 66	1,129,081 49	1,074,199 79		
Subsistence of officers and servants,	250,681 61	189,634 11	258,676 10	1,139,000 67	
Forage for officers,	15,543 14	19,053 07	28,545 01	28,922 86	1,000,461 08
Total permanent expenditures for the years 1818, 1819, 1820, 1821, and estimates for 1822,	1,345,708 41	1,337,768 60	1,361,420 90	1,167,923 53	1,000,461 08
Deduct pay to disbanded officers,	- -	- -	- -	60,000 00	
				1,107,923 53	
Add to 1821, for arrearages which do not appear on the books of the Auditors,	- -	- -	- -	76,000 00	
Expenditures for supplies of the army, &c., which may be affected by administration, viz:					
Subsistence of the army,	980,115 75	645,088 92	561,382 44	327,553 29	295,657 00
Clothing,	742,629 29	401,480 16	261,518 17	206,565 35	128,522 55
Bounties and premiums,	68,785 63	75,856 56	48,461 20	21,325 88	
Contingencies,	110,159 95	80,466 94	41,003 61	36,533 42	20,000 00
Quartermaster's department,	540,911 05	760,793 40	461,011 56	359,240 23	306,817 13
Medical department,	87,785 68	40,914 86	37,292 02	28,253 21	34,988 00
Military Academy,	26,399 28	32,362 51	44,321 21	16,698 62	13,979 09
Total army expenditures for supplies, &c.,	2,556,786 63	2,036,963 35	1,454,993 21	1,072,170 00	799,963 77
Grand total expenditures of the army, permanent and contingent, for the years 1818, 1819, 1820, 1821, and the estimates for the year 1822,	3,802,495 04	3,374,731 95	2,816,414 11	2,180,093 53	1,800,424 85
Add to the division of expenditures for army supplies, which may be affected by administration: To the item for subsistence 40 per centum for the three years, 1819, 1820, and 1821, and 39½ per centum for the year 1822.	Subsistence 40 and 39½ per centum,	258,035 56	224,552 97	131,021 31	116,784 51
To the item for clothing 7 per centum for the same years; and to the item for medical department, 7 per centum for the years 1819, 1820, and 1821, and 8½ for 1822, being the estimated difference of prices for provisions, clothing, and hospital stores, between the year 1818 and the subsequent years,	Clothing 7 per centum,	28,103 61	18,306 27	14,459 57	8,996 57
	Medical department, 7 and 8½ per centum,	2,864 04	2,610 65	1,977 72	2,973 98
Expenditures of the army in subsistence, clothing, medical and quartermaster's supplies, and contingencies, on the basis of the expenditures of the year 1818,	2,556,786 63	2,325,966 56	1,700,463 10	1,219,628 60	928,918 83
Deduct, for the year 1818, for increased disbursements on account of the Seminole war,	100,000 00				
	2,456,786 63				
Grand total expenditure of the army, including pay, &c., fixed by law, on the basis of expenditures for the year 1818, Dollars,	3,702,495 04	3,663,735 16	3,061,884 00	2,327,552 13	1,929,179 91

C.—Continued.

From the abstract of the general returns of the army, exhibiting its average strength for the years 1818, 1819, 1820, 1821, *and the organization for* 1822; *and from the above exhibit of its expenditures for the same years, on the basis of the year* 1818, *it appears that the commissioned officers, academic staff, cadets, non-commissioned officers, and privates, cost the Government, on an average, for each:*

In the year 1818.	For expenditures not to be affected by administration,	151 93	on an average for each.	
	For expenditures which may be affected by correct administration,	299 64	on an average for each.	
	Total average cost for officers, cadets, non-commissioned officers, and privates, each	$451 57		
In the year 1819.	For expenditures under the first head,	158 72	Excess of expenditure over 1818, per officer and man,	6 79
	For expenditures under the second head,	275 98	Reduction from 1818, per officer and man,	23 66
	Average cost for each officer, soldier, &c.,	$434 70	Total reduction in year 1819, per officer and man,	$16 87
In the year 1820.	For expenditures under the first head,	140 45	Reduction from year 1818, per officer and man,	11 48
	For expenditures under the second head,	175 43	Reduction from year 1818, per officer and man,	124 21
	Average cost for each officer, soldier, &c.,	$315 88	Total reduction in year 1820, per officer and man,	$135 69
In the year 1821.	For expenditures under the first head,	136 62	Reduction from year 1818, per officer and man,	15 31
	For expenditures under the second head,	150 40	Reduction from year 1818, per officer and man,	149 24
	Average cost for each officer, soldier, &c.,	$287 02	Total reduction in year 1821, per officer and man,	$164 55
In the year 1822, agreeably to estimate.	For expenditures under the first head,	155 30	Excess of expenditures over 1818, per officer and man,	3 37
	For expenditures under the second head,	144 16	Reduction from year 1818, per officer and man,	155 48
	Estimated average cost for each officer, soldier, &c.,	$299 46	Total reduction from year 1818, per officer and man,	$152 11

It appears from the above statement that the army, in the year 1818, by the return, 8,199 average strength, including the Military Academy, cost:

In expenditures not to be affected by administration,	1,245,708 41
In expenditures which may be affected by correct administration,	2,456,786 63
Total,	$3,702,495 04

From the same statement it results that the same force, 8,199, would have cost, on the basis of expenditures of the subsequent years to 1818, thus:

On the basis for 1819.	In expenditures of the first class,	1,301,345 28	Excess over expenditure of 1818,	55,636 87
	In expenditures of the second class,	2,262,760 02	Reduction from expenditures of 1818,	194,026 61
	Total expense on the basis of 1819,	$3,564,105 30	Reduction in favor of 1819,	$138,389 74
On the basis for 1820.	In expenditures of the first class,	1,151,549 55	Reduction from expenditures of 1818,	94,158 86
	In expenditures of the second class,	1,438,350 57	Reduction from expenditures of 1818,	1,018,436 06
	Total expense on the basis of 1820,	$2,589,900 12	Reduction in favor of 1820,	$1,112,594 92
On the basis for 1821.	In expenditures of the first class,	1,120,147 38	Reduction from expenditures of 1818,	125,561 03
	In expenditures of the second class,	1,233,129 60	Reduction from expenditures of 1818,	1,223,657 03
	Total expense on the basis of 1821,	$2,353,276 98	Reduction in favor of 1821,	$1,349,218 06
On the basis for 1822.	In estimates for the first class,	1,273,304 70	Excess of expenditures over those of 1818,	27,596 29
	In estimates for the second class,	1,181,967 84	Reduction from expenditures of 1818,	1,274,818 79
	Total expense on the basis of estimates for 1822,	$2,455,272 54	Reduction in favor of 1822,	$1,247,222 50

RESULT.

From the abstract of returns of the army for five years, it appears that the greatest aggregate strength was in service in the year 1820; nine thousand six hundred and ninety-three officers, privates, &c., which cost, agreeably to the exhibit in the table, adding to the actual expenditure of 1820 the difference in the price of acticles exposed to fluctuate, between that year and 1818:

In expenditures not to be affected by administration,	1,361,420 90
In expenditures which may be affected by correct administration,	1,700,463 10
Total cost of 9,693 officers, cadets, and privates, in 1820,	$3,061,884 00
The same army would cost, on the basis of expenditures for the year 1818,	
In expenditures not to be affected by administration,	(*a*) 1,472,657 49
In expenditures which may be affected by correct administration,	(*b*) 2,904,410 52
	$4,377,068 01
(*a*) Reduction in consequence of improved organization,	111,236 59
(*b*) Reduction in consequence of improved organization,	1,203,947 42
	$1,315,184 01

REMARKS.

The estimates for the year 1822 are assumed as the probable expense of the army for that year, to be compared with the expenditures of the previous years. The result may prove erroneous as to some of the items estimated; but it is believed that the whole expenditure of the army will not exceed, but may fall short of, the aggregate amount estimated.

The estimate for the quartermaster's department for the year 1822, is		401,217 13
Deduct for arrearage of previous year, charged to 1821,	76,000 00	
Deduct for permanent barracks at Baton Rouge, $12,000, and $6,400 estimated expense of soldiers' labor, to be applied to permanent objects,	18,400 00	
		94,400 00
Amount charged on table against army expenditures proper for 1822,		$306,817 13

The occupying the advanced military posts on the Missouri and Mississippi rivers in the year 1819 occasioned the increased expenditure in the quartermaster's department, as exhibited in that year.

The excess of expenditures in the division of disbursements, not materially affected by administration in 1822 over that of 1818, is to be ascribed to the greater proportion the officers in service bear in the present organization to the rank and file than in the year 1818; but the grand result of the gross expenditures of the army for 1818, as compared with the estimates for 1822, making allowances for changes in the prices of supplies exposed to fluctuate, is in favor of the latter year $1,247,222 50.

The expenditures of the army for 1818, as exhibited in the table, exceed the expenditures for the same year as exhibited in the report for the reduction of the army, made by this Department in December, 1820. This difference arises principally from the expenses of the Military Academy, and some items for medical supplies, now embraced, that were omitted in the exhibit accompanying the report alluded to. The sums differing, the results, in comparing the expenditures of the year 1818 with 1820, must likewise differ, and are proportionably in favor of the latter year, from the above cause, as well as the fact that the average strength of the army for 1820, as exhibited by general returns, is actually greater than that assumed in the report, for the want, at the time, of the necessary returns in the adjutant general's office, from which to ascertain correctly the actual strength of the army.

D.

Cost of subsisting the troops of the United States for one year, commencing the 1st day of June, 1820, and ending on the 31st day of May, 1821.

Amount of subsistence stores remaining on hand 31st day of May, 1820, at the different posts,		$91,895 65
Amount paid to general contractors for the period embraced,		371,915 15
Amount paid to special contractors for complete rations furnished recruits at the different rendezvous,		6,394 81
Amount of purchases made by the assistants, acting assistants, and military storekeepers, of fresh beef, and hospital stores, not included in the contracts,	$137,681 61	
Amount of stationary, weights, measures, &c.	5,804 41	
		143,486 02
Amount of transportation, as per statement of the quartermaster general,		37,526 63
Amount of pay of the commissary general, his assistants, acting assistants, and military storekeepers, as also officers and others detailed for duty in the commissariat,		20,814 45
Amount of the salaries of two clerks employed in the office at Washington,		2,150 00
Amount of the contingent expenses of the office,		607 36
Amount of balances in the hands of contractors $3,200, and of assistant commissaries $2,205 46, unaccounted for,		5,405 46
		$680,195 53
From which deduct,		
Amount of subsistence stores on hand 31st May, 1821, at the several posts,	$117,535 67	
Amount of sales of damaged provisions, of sales to officers, and sales of empty boxes, &c.	12,194 69	
Amount of issues to Indians on the frontier posts, to laborers on fortifications, to men on board the revenue cutter at Mackinaw, and oxen turned over to quartermaster's department,	30,413 31	
Amount of issues to Spanish troops upon taking possession of the Floridas,	2,064 61	
Amount of beans, which article has been added to the ration under the commissariat system,	17,008 46	
Amount of sums recovered from contractors as forfeitures on failure to deliver,	1,177 29	
Amount of subsisting 433 men more during the year embraced by the caption, and the year 1816, making 158,045 rations, at 14½ cents per ration,	22,912 82	
		203,306 85
		$476,888 68

Amount of subsisting the army under the old system,	$800,377 72
Amount of subsisting the army under the new system,	476,888 68
Difference,	$323,489 04

GEORGE GIBSON, *Commissary General of Subsistence.*

[Enclosure in D.]

Amount paid to contractors for the supply of provisions to United States' troops and Indians, from 1st *June*, 1816, *to the* 31st *May*, 1817.

Amount brought to their debit by warrant,		$717,424 01
Amount of provisions deposited by former contractors, and with which the contractors for the above period are charged,		97,922 86
Amount due the United States by contractors on account of former contracts, brought to their debit on their accounts for the above period,		29,309 72
Amount charged to contractors on account of their having failed to supply,		11,069 73
		855,726 32
From which deduct		
Amount of provisions issued to Indians,	$19,466 87	
Amount of provisions deposited on the 1st June, 1817, to be disposed of by succeeding contractors, and with which they were charged,	35,881 73	
		55,348 60
		$800,377 72

WILLIAM LEE, *Auditor.*

17th Congress.] No. 213. [1st Session.

FORTIFICATIONS.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, MARCH 7, 1822, BY THE CHAIRMAN OF THE COMMITTEE ON MILITARY AFFAIRS.

SIR: COMMITTEE ROOM, *February* 8, 1822.

The Committee on Military Affairs have instructed me to request the following information relative to the fortifications at Old Point Comfort and the Rip Rap Shoal, in Virginia, at Mobile Point and Dauphin Island, in Alabama, and at the Rigolets and Chef Menteur, in Louisiana, viz:

An estimate of the expense of completing the respective works for the reception of their armament and garrisons.

The amount of disbursements or advances on that account at each place, at what time, and to whom made.

What part or proportion of the several works may be considered as completed.

The number and caliber of guns and mortars intended to be mounted at each post, with the number of troops considered necessary for their defence.

I have the honor to be, &c.

WM. EUSTIS, *Chairman.*

The Hon. JOHN C. CALHOUN, *Secretary of War.*

SIR: DEPARTMENT OF WAR, *February* 18, 1822.

In reply to your letter of the 8th instant, I have the honor to transmit, herewith, a report of the chief engineer, which furnishes the information requested.

I have the honor to be, &c.

J. C. CALHOUN.

Hon. WM. EUSTIS,
Chairman Military Committee, House of Representatives.

FORTS REFERRED TO.	"Estimate of the expense of completing the respective works for the reception of their armament and garrisons."	"The amount of disbursements or advances on that account at each place, at what time, and to whom made."			"What part or proportion of the several works may be considered completed."	"The number and caliber of guns and mortars intended to be mounted at each post, with the number of troops considered necessary for their defence."						
		Up to 31st December, 1821.	At what time.	To whom made.		18 pounders.	24 pounders.	32 pounders.	Mortars.	Total of ordnance.	No. of troops during war.	No. of troops during peace.
Old Point Comfort, -	$816,814 96	$605,098 44	Progressively since 1817,	To Major J. Maurice until October 1821, and since to Colonel Gratiot, - - -	Three-fourths,	120	-	200	60	380	2,625	600
Rip Rap Shoal, - -	904,355 39	313,225 91	Progressively since 1818,		One-third,	54	54	108	-	216	1,130	200
Mobile Point, - -	693,292 77	158,067 11	Progressively since 1818,	To Capt. Gadsden until 30th April, 1821, and since to Captain De Russy, - - -	Nearly one-fourth,	54	-	54	10	118	900	100
Dauphin Island, - -	693,292 77	219,743 90	Progressively since 1818,		Four-thirteenths,	54	-	54	10	118	900	100
The Rigolets, - -	264,516 32	231,283 57	Progressively since 1818,	To N. Cox until 1st January, 1820, and since to Captains Gadsden and De Russy, - -	About four-fifths,	25	-	33	6	64	400	80
Chef Menteur, - -	264,516 32	-	- - -		- -	25	-	33	6	64	400	80

REMARKS.

The sums estimated for completing, and the statement of ordnance and troops, are derived from the reports of the Board of Engineers.

"The amounts of disbursements or advances" are made up of a statement on the subject from the Third Auditor, reported to Congress at the last session, with the superaddition of the sums appropriated to each of the works respectively for the service of 1821; all of which have been advanced. It is proper, however, to state, that the progress of the works on the Gulf of Mexico has not been proportionate to the sums expended, in consequence of unexpected difficulties that have been encountered in their prosecution, together with the improvident management of the contractors at the commencement thereof.

The proportion completed is established by that of the amount expended to the amount estimated for completing, and, with the exception of the works on the Gulf of Mexico, for the reasons just stated, is believed to be correct.

17th Congress.] No. 219. [1st Session.

BREVET RANK.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, MARCH 7, 1822, BY THE CHAIRMAN OF THE COMMITTEE ON MILITARY AFFAIRS.

SIR: DEPARTMENT OF WAR, *January* 21, 1822.

Brevet Major Generals Scott and Gaines having presented their claims for brevet pay and emoluments, "as being on duty, and having commands according to their brevet rank," the case was submitted, by the direction of the President, for the decision of the Attorney General, a copy of whose official opinion I herewith transmit. His decision being favorable to the claim, under the existing laws and organization of the army, growing out of the late reduction, I have deemed it my duty to apprize the committee of the fact.

I have the honor to be your obedient servant,

J. C. CALHOUN.

Hon. WILLIAM EUSTIS, *Chairman Military Committee.*

SIR: OFFICE OF THE ATTORNEY GENERAL U. S., *December* 29, 1821.

I proceed, according to your request, to give you my opinion on the laws touching brevet pay, as they apply to the cases of Generals Scott and Gaines.

The act of Congress of 6th of July, 1812, "making further provision for the army of the United States, and for other purposes," authorizes the President to confer brevet pay, in certain cases, "provided that nothing herein contained shall be so construed as to entitle officers, so brevetted, to any additional pay or emoluments, except when commanding separate posts, districts, or detachments, when they shall be entitled to, and receive, the same pay and emoluments to which officers of the same grades are now, or hereafter may be, allowed by law."

This act was passed *flagrante bello*, and was manifestly intended as a stimulus to enterprise in a struggle which it was foreseen would require all our strength. It received a liberal construction during the war, as it was proper it should do.

On the return of peace, the act of the 3d of March, 1815, "fixing the military peace establishment of the United States," was passed. It provided, among other things, that there should be two major generals and four brigadiers; and, on the subject of pay, it expressly provides "that the compensation, subsistence, and clothing of the officers, &c. composing the military peace establishment, shall be the same as are prescribed by the act entitled 'An act fixing the military peace establishment of the United States,' passed 16th of March, 1802, and the act entitled 'An act to raise, for a limited time, an additional military force,' passed 12th of April, 1808; and that themajor generals shall be entitled to the same compensation as is provided by an act entitled 'An act to raise an additional military force,' passed 11th of January, 1812."

The three acts thus exclusively selected to give the rules and standard of compensation to the officers, &c. on the peace establishment recognise no such thing as *brevet rank*, or brevet *compensation*. The act of the 6th July, 1812, which alone recognised them, is not among the acts referred to as giving the rule of compensation. It is true it is not *expressly* repealed; but as to the matter of compensation, it was virtually repealed; it was at least rendered inoperative by its exclusion from the list of acts referred to as fixing the scale of compensation; for, in a case like this, "*expressio unius est exclusio alterius.*"

Such, however, was not the construction given to the act of the 3d March, 1815. The act of 6th July, 1812, was acted upon precisely in the same manner as if it had been among the acts referred to, as prescribing the compensation; separate posts and districts were created and multiplied, as if to open a wider theatre for its more extensive operation; and there were few, if any, brevets in the army which did not draw brevet pay. The practical effects of this construction may be illustrated by the single case of the generals. The law clearly contemplated that two officers only should receive the pay of *major general;* it expressly separates them from the other officers by referring specifically to the act of 11th January, 1812, as fixing *their* compensation; but, by engrafting the brevet law of the 6th July, 1812, on the act of 3d March, 1815, the distinction between the brigadier and major generals was broken up; and we had six major generals in pay, instead of two, as the law, it seems to me, clearly contemplated. The construction, I think, was erroneous, but it was an error in favor of those who have deserved most highly of their country, in her hour of greatest peril and necessity.

The brevet law of the 6th July, 1812, being thus continued in practical operation after the return of peace, exactly as it had been during the war, the act of 16th of April, 1818, "regulating the pay and emoluments of brevet officers," was passed; by which it was enacted "that the officers of the army, who have brevet commissions, shall be entitled to, and receive, the pay and emoluments of their brevet rank when on duty, and *having a command according to their brevet rank*, and at no other time."

This law raises the question what is a *command according to brevet rank?* Generals Gaines and Scott insist that the question can be answered only by a reference to the act of the 6th July, 1812, which alone designates what shall be considered as a brevet command, and declares it to consist in the *command of a separate post, district, or detachment.* But this was the construction already in practice, and, thus construed, the law was unnecessary. It is very manifest that the law was intended to alter something in the practice of the pay department, which Congress disapproved; but the construction for which these gentlemen contend would confirm the practice, and not alter it. It is true that, if we put aside the practice, and look at the laws by themselves, the construction for which these gentlemen contend has great force; for if the act of 1818 had been passed with reference only to the act of 1815, then, as the effect of the act of 1815 was, according to my construction, to destroy brevet rank and pay under the peace establishment, the act of 1818 must have been considered as designed to recognise and restore them, giving the pay whenever the rank existed, and referring for its exposition to the act of 1812, which was the sole creating and directing act upon the subject. Such, I acknowledge, was my own opinion while I considered, as from my situation I necessarily must, the laws as standing alone, and the act of 1818 as growing entirely and solely out of the act of 1815. Understanding, however, from your Department, that the practice was already precisely that which this construction would educe from the act of 1818, it becomes manifest that this latter act could not have grown out of the act of 1815, but out of the erroneous practice under that act which it was intended to correct and reform; and the act of 1818, thus construed with reference to the evil which it was intended to

remedy, has, I think, been correctly expounded by the order of the 8th May, 1818, page 125 of the printed rules and regulations of the War Department, of the edition of 1820, to wit: "Brevet officers shall receive the pay and emoluments of their brevet commissions when they exercise command *equal* to their brevet rank; for example, a brevet captain must command a company; a brevet major and a brevet lieutenant colonel, a battalion; a brevet colonel, a regiment; a brevet brigadier general, a brigade; a brevet major general, a division." Brevet Major Generals Gaines and Scott did not, I understand, command divisions, and therefore, according to this opinion, were not entitled to the brevet pay of a major general under the act of 1818.

These gentlemen further insist that if the act of the 6th July, 1812, is not to give the rule as to brevet rank and pay, and if we are to resort to the numerical force under the command of an officer to give his rank, still, by this criterion also, they were entitled to the rank, and, consequently, to the pay of their brevets, under the act of 1818; because, although their actual command was not equal to a full division, it was more than a brigade; that, in passing the limits of a brigade, it transcended their commission as brigadier generals, and called for a higher rank in the commander, which call could be satisfied only by their brevets of major general. This position, considered with critical and technical rigor, is, perhaps, correct; but, in construing an act of Congress, we are to look to the intention of the law-makers; and there is nothing in the policy or language of the act to induce the belief that Congress were looking to any minute subdivision of the cases before them. The mischief intended to be remedied was the prodigal waste of the public money in the profuse allowance of brevet pay. The remedy to be applied was to restrict this allowance, 1st. To such officers as were actually on duty; 2d. To such whose commands *accorded with their brevet rank.* If these latter words are susceptible of two constructions, that construction must be preferred which will best advance the remedy and repress the mischief; and if the construction which is to produce this effect be, moreover, the most obvious sense of the terms, on every principle of statutory construction it must be preferred.

Now, I apprehend, if any one at all acquainted with the organization of an army were asked "what is the command of a brigadier?" the obvious answer would be "a brigade;" and so, if asked "what is the command of a major general?" the obvious answer would be "a division." And this, I apprehend, was the meaning of Congress in the words "having a command according to their brevet rank." Hence, in this view of the subject also, I apprehend that the order of the War Department of the 8th May, 1818, before quoted, has correctly expounded the meaning of this act.

We come now to the act of the 2d March, 1821, "to reduce and fix the military peace establishment of the United States." This act provides that the peace establishment shall be composed of four regiments of artillery, and seven regiments of infantry, with such officers of engineers, of ordnance, and of the staff, as are thereinafter provided for. The act declares what officers belong to the peace establishment, and, among others, that there shall be one major general and two brigadier generals; and on the subject of pay, it is declared "that the officers, &c. shall have the same *rank, pay, and emoluments, as are provided in like cases by existing laws.*"

The President is required to arrange the officers and troops retained on the peace establishment, and he has made such an arrangement as has placed Generals Gaines and Scott at the head of more than four regiments each. By the same act Congress has adopted the System of General Regulations for the Army, compiled by Major General Scott; and by the 44th article, 2d paragraph (page 85) of these regulations, it is stated that two regiments shall constitute a brigade, and two brigades a division; so that, according to this arrangement, each of these gentlemen is now at the head of a corps exceeding the amount of a division. It is true that this section of the regulations is headed "Economy of an Army in Campaign," and the particular article under consideration contemplates the organization of troops in brigades, divisions, and army corps, *on their arrival at the place appointed for rendezvous.* Hence it may be said that this article furnishes no criterion of what constitutes a division in quarters. But I understand that, in this organization of troops into brigades and divisions, General Scott has proposed nothing new, but has merely proposed to give an authentic form to the pre-existing and well known distribution. That companies, regiments, brigades, and divisions constitute an arrangement known in time of peace as well as in war, is manifest from the order of the Department of War of the 8th of May, 1818, founded on the act of the 16th of April, of the same year; and the act itself, which was passed in time of peace, must be considered as recognising the same arrangement, because it has been already shown that such is the only rational construction of the terms "having a command according to their brevet rank."

With such authority before us, it will not do to affirm that "a division" is a term of distribution known only in war, and wholly unknown in peace. I consider it as having been clearly within the contemplation of Congress when they passed the act of the 16th of April, 1818, and the order of the 8th of May, as being only a more distinct declaration of the same fact. I understand, too, from the military officers in the department, that four regiments were clearly and always considered as composing a division, before the adoption of General Scott's regulations, and consequently independent of their authority. This, however, is a question which you are much better qualified to decide than myself.

Assuming it for the present that each of these gentlemen is now at the head of a division, the question is whether they are entitled to the pay of their brevet rank since they were placed in this situation. The question is extremely difficult. Looking at the act in a general view, it would seem to have been clearly the intention of Congress that the Government should be charged with the expense of one major general only, and of two brigadiers, and that no *permanent* arrangement which the President could make of the troops on the peace establishment should avail to defeat this purpose. This, however, is matter of inference from a general view of the policy of the law, which must yield to any express declaration of their purpose on the direct subject of pay; and on this subject they have expressly declared, as we have seen, that the rank and pay should be governed by the existing laws. Now, among the existing laws on the subject, is that of the 16th of April, 1818, which recognises the brevets of the officers composing this establishment, and declares that they shall draw the pay of their brevets whenever they have a command according to their brevet rank, that is to say, (according to the correct exposition of this Department,) that those who hold the brevet of major general shall draw the pay of that rank when they command divisions, which is the case here.

This conclusion seems to me to be forced upon us by this explicit provision on the subject of pay; and whether Congress foresaw this consequence or not, they seem to me to have rendered it impossible for us to avoid it by any fair process of reasoning. If, therefore, these gentlemen are in the command of divisions under the last arrangement, I think them entitled to the brevet pay of major generals from that period.

I have, &c.

WILLIAM WIRT.

Hon. JOHN C. CALHOUN, Secretary of War.

17th Congress.] No. 220. [1st Session.

THE MILITIA.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, MARCH 9, 1822.

To the House of Representatives: WASHINGTON, *March* 9, 1822.

I transmit a report from the Secretary of War, together with the annual return of the militia of the United States, and an exhibit of the arms, accoutrements, and ammunition of the several States and Territories, prepared in conformity with the militia laws on that subject.

JAMES MONROE.

SIR: DEPARTMENT OF WAR, *March* 5, 1822.

I have the honor to enclose an annual return of the militia of the United States, together with an exhibit of the arms, accoutrements, and ammunition of the several States and Territories, prepared by the adjutant general, conformably to the militia laws on that subject.

I have the honor to be your obedient servant,

J. C. CALHOUN.

The PRESIDENT OF THE UNITED STATES.

SIR: ADJUTANT GENERAL'S OFFICE, WASHINGTON, *February* 28, 1822.

I have the honor to lay before you an annual abstract of the general returns of the militia of the several States and Territories for the year 1821, together with an exhibit of the arms, accoutrements, and ammunition of each, agreeably to the last returns received at this office.

These abstracts have not been furnished within the period fixed by law, for the want of the necessary returns of militia, &c. of the different States for the year 1821. They are now prepared, partially, from the returns of previous years on file in this office; and the dates of the several returns, generally, will show how far the provisions of the act of Congress of the 2d March, 1803, have been regularly complied with by the adjutant generals of the different States.

I have the honor to be, sir, with perfect respect, your obedient servant,

JAMES GADSDEN, *Col. and Adj't General.*

The Hon. J. C. CALHOUN.

Abstract of the annual general returns of the militia of the United States, by States and Territories, taken from the last returns received at this office.

STATES AND TERRITORIES.	RETURNS.		INFANTRY, GRENADIERS, LIGHT INFANTRY, & RIFLEMEN.							CAVALRY.					ARTILLERY.					Aggregate.
	For what year rendered.	Date of.	Number of divisions.	Number of brigades.	Number of regiments.	Number of companies.	Commissioned officers, including division and brigade staff.	Non-commissioned officers, musicians, and privates.	Total.	Number of regiments, or battalions.	Number of companies.	Commissioned officers.	Non-commissioned officers, musicians, and privates.	Total.	Number of regiments, or battalions.	Number of companies.	Commissioned officers.	Non-commissioned officers, musicians, and privates.	Total.	
Maine,	1821	Dec. 24, 1821	6	12	45	424	1,542	29,926	31,468	8	24	122	938	1,060	7	27	111	1,422	1,533	34,061
New Hampshire,	1821	June 5, 1821	3	6	38	364	1,426	23,818	25,244	-	42	147	1,817	1,964	-	38	110	1,356	1,466	28,674
Massachusetts,	1821	Dec. 21, 1821	7	16	67	619	2,448	45,039	47,487	6	47	244	1,837	2,081	13	51	227	2,913	3,140	52,708
Vermont,	1819	Dec. 26, 1819	4	10	35	302	1,197	17,795	18,992	-	36	133	1,270	1,412	-	9	35	342	377	20,781
Rhode Island,	1821	Jan. 15, 1822	1	2	13	106	454	7,652	8,106	-	7	31	365	396	-	7	31	409	440	8,942
Connecticut,	1821	Nov. 8, 1821	3	7	24	274	1,031	17,774	18,805	5	22	127	988	1,115	5	-	177	1,984	2,161	22,081
New York,	1819	Nov. 25, 1819	27	58	209	1,641	5,936	106,454	112,390	10	20	95	1,032	1,127	7	145	419	7,617	8,036	121,553
New Jersey,	1818	Oct. 17, 1818	4	13	46	395	1,542	31,107	32,649	5	35	145	1,576	1,721	1	21	67	803	870	35,240
Pennsylvania, (*a*)	1821	Feb. 8, 1822	16	32	120	-	-	-	141,508	-	-	-	-	1,292	-	-	-	-	1,123	143,923
Delaware, (*b*)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7,451
Maryland, (*c*)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	32,189
Virginia,	1821	Dec. 20, 1821	4	21	126	998	3,406	75,559	78,965	4	106	355	7,459	7,814	4	60	153	4,516	4,669	91,448
North Carolina,	1821	Jan. 2, 1822	7	-	-	-	2,314	38,489	40,803*	-	-	121	950	1,071	-	-	-	-	-	41,874
South Carolina, (*d*)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	33,729
Georgia,	1819	Jan. 29, 1820	5	10	41	423	1,691	26,811	28,512	-	13	46	877	923	-	4	11	215	226	29,661
Alabama, (*e*)	1820	Dec. 11, 1820	4	9	34	134	544	10,126	10,670	-	5	16	316	332	-	3	10	269	279	11,281
Louisiana,	1820	Sept. 1, 1820	2	5	20	161	621	3,950	9,971	-	8	33	251	284	-	2	8	94	102	10,357
Arkansas Territory. (*f*)																				
Mississippi, (*g*)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,291
Tennessee,	1819	July 21, 1820	2	10	-	-	2,048	33,295	35,343	-	-	87	716	803	-	-	-	-	-	36,146
Kentucky,	1819	April 20, 1820	12	25	99	708	2,616	47,350	49,966	-	14	52	772	824	-	7	21	241	262	51,052
Missouri,	1820	Sept. 16, 1820	-	4	13	134	550	11,480	12,030	-	-	-	-	-	-	-	-	-	-	12,030
Illinois,	1818	Sept. 13, 1818	-	2	4	30	116	1,915	2,031	-	-	-	-	-	-	-	-	-	-	2,031
Indiana,	1819	Dec. 20, 1819	5	10	24	233	911	13,656	14,567	-	5	21	267	288	-	3	12	123	135	14,990
Ohio,	1820	Feb. 3, 1821	8	29	103	953	3,556	77,612	81,168	-	27	94	1,453	1,547	-	8	23	509	532	83,247
Michigan Territory,	1818	Jan. 8, 1819	-	1	4	23	87	1,473	1,653	-	1	4	15	19	-	1	3	32	35	1,707
																		Grand total,		932,447

REMARKS.

(*a*) No return. Information obtained from a letter sent by the adjutant general. (*b*) No return since 1814. (*c*) No return since 1811. (*d*) No return since 1815.
(*e*) The adjutant general reports sixteen regiments not heard from, and the militia may be estimated at 20,000. (*f*) No return. (*g*) No return since 1812.

ADJUTANT GENERAL'S OFFICE, WASHINGTON, *February* 21, 1822.

* Of this number 219 are artillerists, as per letter of the adjutant general.

Abstract of the annual returns of arms, accoutrements, and ammunition of the militia of the United States, by States and Territories, taken from the last returns received at this office.

STATES AND TERRITORIES.	Muskets.	Bayonets.	Cartridge boxes and belts.	Bayonet belts and scabbards.	Brushes and picks.	Ball screws and worms.	Spare flints.	Ball cartridges.	Rifles.	Powder horns.	Pouches.	Loose balls.	Pounds of rifle powder.	Horsemen's pistols.	Swords.	Sword belts & scabbards.	Knapsacks.	Canteens.	Haversacks.	Drums.	Fifes.	Bugles and trumpets.
Maine,	18,658	17,714	18,568	15,735	55,931	-	35,654	370,093	389	356	294	13,425	218¾	936	1,487	1,351	16,997	-	52	516	425	12
New Hampshire,	16,530	16,077	16,264	16,040	15,199	-	30,317	-	192	124	145	-	-	2,546	2,535	2,445	15,815	15,719	41	913	25	
Massachusetts,	34,179	34,270	26,630	26,328	27,258	-	57,215	374,590	2,615	2,300	2,336	25,916	566¾	2,215	1,184	1,104	25,125	-	106	679	525	68
Vermont,	12,380	11,489	10,026	9,446	11,406	-	17,676	-	-	-	-	-	563	1,196	1,093	1,093	9,068					
Rhode Island,	5,522	5,224	5,162	5,760	5,391	-	10,347															
Connecticut,	21,357	14,131	17,294	13,242	14,540	2,460	114,663	796,097	246	-	-	14,158	-	3,279	2,700	3,171	-	1,483	-	527	546	39
New York,	66,717	60,884	56,411	52,334	16,857	63	55,348	32,316 lbs. / 379½ boxes	10,095	9,921	8,707	67,132	55,648½	4,394	9,271	9,384	8,216	2,983	159	1,717	1,730	66
New Jersey,	13,500	4,503	3,953	3,903	-	-	-	-	460	283	202	-	-	861	2,299	2,299	1,070	523	5	249	231	41
Pennsylvania,	24,004	-	-	-	-	-	-	-	4,461													
Delaware.*																						
Maryland.*																						
Virginia.*																						
North Carolina,	24,130	204	5,610	-	1,210	-	-	4,038	7,400	-	16,562	1,052	351	625	2,187	-	88	-	-	532	507	19
South Carolina.*																						
Georgia,	5,567	5,567	4,840	451	-	-	10,000	-	2,506	2,314	-	2,314	-	600	295	295	-	-	-	30	30	17
Alabama,	2,905	15	7	13	742	368	6,613	180	2,302	2,916	3,103	184	84	6	101	13	22	23	3	9	9	1
Louisiana,	2,075	2,075	500	200	-	-	5,000	-	502	-	-	-	-	-	-	-	-	-	-	5	-	2
Arkansas Territory.*																						
Mississippi.*																						
Tennessee,	4,196	174	301	174	-	-	-	-	12,437	11,365	11,365	-	-	323	1,374	-	-	-	-	272	299	15
Kentucky,	6,479	3,230	1,920	3,392	73	-	30,722	-	12,614	11,125	9,610	154,787	7,009	425	2,092	-	538	-	-	286	287	2
Missouri.*																						
Illinois,	236	194	155	12	60	20	2,805	102	1,150	1,152	1,151	8,847	693	24	46	46	1	3	-	12	12	1
Indiana,	794	127	149	29	-	-	1,347	1,584	3,837	3,301	32,016	33,781	698	86	284	77	-	-	-	83	79	1
Ohio,	11,815	2,753	2,446	1,184	1,716	2,180	7,531	2,756	18,987	17,318	14,738	18,372	553	867	2,436	2,436	113	5	-	608	603	46
Michigan Territory.*																						

NOTE.—This return of arms, &c. is taken from returns corresponding in date with those which furnish the strength of the militia.

*No return of arms, &c. from these States.

ABSTRACT—Continued.

STATES AND TERRITORIES.	ORDNANCE AND ORDNANCE STORES.																									
	BRASS CANNON.						IRON CANNON.																			
	Three pounders.	Four pounders.	Six pounders.	Nine pounders.	Twelve pounders.	Eighteen pounders.	Three pounders.	Four pounders.	Six pounders.	Nine pounders.	Twelve pounders.	Eighteen pounders.	Twenty-four pounders.	Thirty-two pound'rs.	Sponges and rammers.	Ladles and worms.	Bricoles and drag ropes.	Trail handspikes.	Lead aprons.	Ammunition boxes.	Caissons.	Ammunition wagons.	Tumbrils and powder carts.	Sets of harness.	Pounds of cannon powder.	Rounds of shot and shells.	Pounds of pig lead.
Maine,	40	-	12	-	-	-	-	-	-	-	2	-	-	-	76	57	88	44	41	67	-	-	26	111			
New Hampshire,	36	-	-	-	-	-	-	-	2	-	-	-	-	-	48	43	89	40	29	84	-	-	11	59			
Massachusetts,	58	-	42	-	-	-	-	4	-	-	-	-	-	-	153	113	474	134	94	194	-	-	54	212			
Vermont,	6	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2	2				
Rhode Island.																											
Connecticut,	11	-	16	-	-	-	4	-	32	6	5	-	-	-	54	43	31	31	31	62	-	1	-	8	7,150	510	
New York,	99	13	64	16	6	2	-	-	25	18	12	4	57	26	420	419	404	246	39	181	5	17	5	365	309	19,904	
New Jersey,	-	-	-	-	-	-	9	2	13	-	-	-	-	-	26	15	44	25	-	-	1	-	-	26	26		
Pennsylvania,	-	18	7	1	2	-	-	-	3	4	-	-	-	-													
Delaware.																											
Maryland.																											
Virginia.																											
North Carolina.																											
South Carolina.																											
Georgia,	-	-	4	-	-	-	-	-	5	-	-	-	-	-	9	15	18	18	19	18	2	6	1	21	5,986	79,881	
Alabama,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	838	-	671
Louisiana.																											
Arkansas Territory.																											
Mississippi.																											
Tennessee.																											
Kentucky,	1	-	-	-	-	-	-	-	6																		
Missouri.																											
Illinois.																											
Indiana.																											
Ohio,	-	-	1	-	-	-	-	-	4	-	-	-	-	-	3	3	10	4	1	4	-	-	-	2	4		
Michigan Territory.																											

ADJUTANT GENERAL'S OFFICE, WASHINGTON, *February* 21, 1822.

17th Congress.] No. 221. [1st Session.

BREVET RANK.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, MARCH 14, 1822.

SIR: DEPARTMENT OF WAR, *March* 13, 1822.

Pursuant to a resolution of the House of Representatives, directing the Secretary of War to state "the names and grade of the officers now in the army of the United States who hold brevet commissions; distinguishing those brevetted for gallant conduct in battle from those brevetted for other causes, stating the cause in each case," I have the honor to transmit, herewith, a report of the adjutant general, which contains the information required. I have the honor to be, your obedient servant,

J. C. CALHOUN.

The Hon. P. P. BARBOUR, *Speaker of the House of Representatives.*

SIR: ADJUTANT GENERAL'S OFFICE, WASHINGTON, *March* 12, 1822.

I have now the honor of submitting to you a report of the brevet officers in service, conformably to the resolution of the House of Representatives of the 7th of March, 1822.

I have the honor to be, sir, with perfect respect, your obedient servant,

JAMES GADSDEN, *Col. and Adjutant General.*

The Hon. J. C. CALHOUN, *Secretary of War.*

A list of officers in the army of the United States who hold brevet commissions for gallant conduct in battle, and for other causes.

Names and grade.	Brevet commissions superior to those of the line and staff.	Remarks.
Edmund P. Gaines, brig. general,	Major general, August 15, 1814,	For gallant conduct at Fort Erie.
Winfield Scott, brig. general,	Major general, July 25, 1814,	For gallant conduct at Bridgewater.
Alexander Macomb, colonel,	Major general, Sept. 11, 1814,	For gallant conduct at Plattsburg.
Joseph G. Totten, major,	Lieut. col., Sept. 11, 1814,	For gallant conduct at Plattsburg.
Sylvanus Thayer, captain,	Major, February 20, 1815,	For services at Norfolk.
Moses Porter, colonel,	Brig. general, Sept. 10, 1813,	For distinguished services in the campaign of 1813.
John B. Walbach, major,	Lieut. colonel, May 17, 1815,	For uniform good conduct.
J. B. Crane, captain,	Major, November 13, 1813,	For services in the campaign of 1813.
Alexander S. Brooks, captain,	Major, September, 11, 1814,	For gallant conduct at Plattsburg.
James Dalliba, captain,	Major, February 9, 1815,	Late major of ordnance, razeed. Submitted to the Senate for confirmation.
William J. Worth, captain,	Captain, July 5, 1814, major, July 25, 1814,	For gallant conduct at Chippewa and Bridgewater.
David T. Welsh, 1st lieutenant,	Captain, June 20, 1814,	Late captain 37th infantry, razeed.
Reynold M. Kirby, 1st lieutenant,	1st. lieut., August 15, 1814, captain, Sept. 17, 1814,	For gallant conduct at Fort Erie and sortie.
Jacob Hindman, major,	Lieut. colonel, August 15, 1814, colonel, May 17, 1815,	For gallant conduct at Fort Erie and Niagara frontier.
A. C. W. Fanning, captain,	Major, August 15, 1814,	For gallant conduct at Fort Erie.
William Wilson, captain,	Major, May 3, 1814,	For ten years' faithful service.
Roger Jones, captain,	Major, July 5, 1814, lieut. colonel, September 17, 1814,	For gallant conduct at Chippewa and sortie at Fort Erie.
John A. Burd, captain,	Major, Oct. 31, 1814,	For gallant conduct near Annapolis.
Thomas Stockton, captain,	Major, April 15, 1814,	Late major 42d infantry, razeed.
William Laval, captain,	Major, Nov. 7, 1814,	For gallant conduct at Pensacola.
Samuel Spotts, 1st lieutenant,	Captain, January 8, 1815,	For gallant conduct at New Orleans.
Abraham Eustis, major,	Lieut. colonel, Sept. 10, 1813,	For uniform good conduct, &c.
E. Humphreys, captain,	Major, December 28, 1814,	For gallant conduct near New Orleans.
D. E. Twiggs, captain,	Major, September 21, 1814,	Late major 28th infantry, razeed.
John McNeal, Jun., lt. colonel,	Lieut. colonel, July 5, 1814, colonel, July 25, 1814,	For gallant conduct at Chippewa and Bridgewater.
Benj. Watson, captain,	Major, July 25, 1814,	For gallant conduct at Bridgewater.
George M. Brooke, lt. colonel,	Lt. col. and col., Sept. 17, 1814,	For gallant conduct at Fort Erie and sortie.
Charles Larrabee, captain,	Major, August 9, 1812,	For gallant conduct at Brownstown.
S. Burbank, captain,	Major, July 25, 1814,	For gallant conduct at Bridgewater.
M. Marston, captain,	Major, August 15, 1814,	For gallant conduct at Fort Erie.
Henry Atkinson, colonel,	Brig. general, May 13, 1820,	Late brig. general, razeed. Submitted to the Senate for confirmation.
Henry Leavenworth, lt. colonel,	Lieut. colonel, July 5, 1814, colonel, July 25, 1814,	For gallant conduct at Chippewa and Bridgewater.
Wm. S. Foster, captain,	Major, August 15, 1814,	For gallant conduct at Fort Erie.
D. Ketchum, captain,	Major, July 25, 1814,	For gallant conduct at Bridgewater.
Wm. Bradford, captain,	Major, August 20, 1814,	Late major 21st infantry, razeed.

NOTE.—The above officers holding brevets superior to their commissions in the line, the brevets taking effect under the regulations would involve a greater expense of pay and emoluments.

JAMES GADSDEN, *Col. and Adjutant General.*

ADJUTANT GENERAL'S OFFICE, WASHINGTON, *March* 12, 1822.

A list of officers in the army of the United States who hold brevet commissions for gallant conduct in battle, and for other causes.

Names and grade.	Brevet commissions equal to and inferior to those of the line and staff.	Remarks.
T. S. Jesup, quartermaster general,	Lieutenant colonel, 5th July, 1814, colonel, 25th July, 1814, -	For gallant conduct at Chippewa and Bridgewater.
John E. Wool, inspector general, -	Lieutenant colonel, Sept. 11, 1814,	For gallant conduct at Plattsburg.
R. E. de Russey, captain, -	Captain, September 11, 1814, -	For gallant conduct at Plattsburg.
Horace C. Story, 1st lieutenant, -	First lieutenant, Sept. 17, 1814, -	For gallant conduct at sortie Fort Erie.
Stephen Tuttle, 2d lieutenant, -	Second lieutenant, July 1, 1820, -	Cadet from the Military Academy.
Edward H. Courtenay, -	Second lieutenant, July 1, 1821, -	Cadet from the Military Academy.
George Bomford, lieut. colonel, -	Lieutenant colonel, Dec. 22, 1814,	For services in the ord. department.
Henry Whiting, captain, -	Captain, March 17, 1814, -	For distinguished services in the campaign on the Niagara frontier.
Washington Wheelwright, -	Second lieutenant, July 1, 1821, -	Cadet from the Military Academy.
Nathan Towson, colonel, -	Major, 8th October, 1812, lieutenant colonel, July 5, 1814, -	For distinguished services on the Niagara frontier.
R. A. Zantzinger, captain, -	Captain, August 15, 1814, -	For gallant conduct at Fort Erie.
J. Montford, captain, -	Captain, Sept. 11, 1814, -	For gallant conduct at Plattsburg.
Richard Bache, 1st lieutenant, -	First lieutenant, April 17, 1813, -	Late 1st lieut. 32d infantry, razeed.
John S. Abeel, 1st lieutenant, -	First lieutenant, Oct. 1, 1814, -	Late 1st lieut. 23d infantry, razeed.
David Wallace, -	Second lieutenant, July 1, 1821, -	Cadet from the Military Academy.
James Greer, -	Second lieutenant, July 1, 1821, -	Cadet from the Military Academy.
S. B. Archer, captain, -	Major, May 27, 1813, -	For gallant conduct at Fort George.
R. Mackay, 1st lieutenant, -	First lieutenant, March 12, 1813, -	For services in the ord. department.
J. P. Taylor, 1st lieutenant, -	First lieutenant, July 15, 1814, -	Late 1st lieut. 28th infantry, razeed.
J. F. Scott, -	Second lieutenant, July 1, 1821, -	Cadet from the Military Academy.
John R. Fenwick, colonel, -	Colonel, March 18, 1813, -	For gallant conduct on Niagara frontier.
William Macrea, lieut. colonel, -	Lieut. colonel, July 10, 1812, -	For ten years' faithful service.
J. D. Hayden, captain, -	Captain, March 15, 1813, -	Late captain 15th infantry, razeed.
J. Schmuck, 1st lieutenant, -	First lieutenant, July 25, 1814, -	For gallant conduct at Bridgewater.
John B. Scott, -	Second lieutenant, July 1, 1821, -	Cadet from the Military Academy.
Talbot Chambers, colonel, -	Lieut. colonel, Sept. 17, 1814, -	For gallant conduct in sortie Fort Erie.
R. Whartenby, major, -	Major, May 1, 1814, -	Late major 40th infantry, razeed.
Richard K. Call, captain, -	Captain, November 7, 1814, -	For services at Pensacola.
Wm. Lawrence, lieut. colonel, -	Lieut. colonel, Sept. 15, 1814, -	For gallant conduct at Fort Bowyer.
Enos Cutler, major, -	Major, May 1, 1814, -	Late major 38th infantry, razeed.
Newman S. Clark, captain, -	Captain, July 25, 1814, -	For gallant conduct at Bridgewater.
Elijah Boardman, captain, -	Captain, August 1, 1813, -	Late captain light dragoons, razeed.
Thomas J. Beall, captain, -	Captain, March 17, 1814, -	Late captain 4th rifle, razeed.
Joshua B. Brant, 1st lieutenant, -	First lieutenant, Sept. 17, 1814, -	For gallant conduct in sortie Fort Erie.
Daniel Baker, major, -	Major, August 9, 1812, -	For gallant conduct at Brownstown.
William Browning, captain, -	Captain, October 31, 1814, -	Late captain 9th infantry, razeed.
Joseph S. Nelson, captain, -	Captain, April 30, 1813, -	Late captain 36th infantry, razeed.
James E. Dinkins, major, -	Major, May 15, 1814, -	Late major 36th infantry, razeed.
J. H. Vose, major, -	Major, August 4, 1814, -	Late major 21st infantry, razeed.
R. A. McCabe, 1st lieutenant, -	First lieutenant, May 1, 1814, -	Late 1st lieut. 1st infantry, razeed.

NOTE.—The brevets held by the above list of officers, being equal and inferior to their lineal commissions, may be considered as merged in the latter, as merely honorable testimonials of past acts, and cannot, under any circumstances, involve expense to Government.

ADJUTANT GENERAL'S OFFICE, WASHINGTON, *March* 12, 1822.

JAMES GADSDEN,
Colonel and Adjutant General.

17th CONGRESS.] No. 222. [1st SESSION.

RIFLES PROMISED TO A CORPS OF JUVENILE VOLUNTEERS.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, MARCH 22, 1822.

SIR: HOUSE OF REPRESENTATIVES, *March* 2, 1822.

When the British army, under the command of Sir George Prevost, invaded the United States, about the 1st of September, 1814, a number of young gentlemen, of Plattsburg and its vicinity, volunteered their services for the defence of their country. This corps, consisting principally of those who were not yet liable to militia duty, were organized into a company under the command of Captain Martin J. Aikin, who, with the other officers, were brevetted by Major General Mooers, and were received into the service of the United States by General Macomb, then commanding the Champlain department.

This corps was eminently distinguished during the siege of Plattsburg, particularly in the battles of Beekmantown, and at the crossing of the Saranac. As a reward for their gallant and meritorious conduct, General Macomb gave directions that each of the corps should be presented with a rifle, which direction was sanctioned by the then Secretary of War.

I understand the rifles were made and ready for delivery soon after the close of the war; but, for some cause which I have been unable to learn, their distribution has not taken place.

Permit me, sir, to request that you will communicate to me such facts as may be within the knowledge of the Department in relation to this business, and also your opinion whether any legislative sanction is necessary to enable the Executive to confer on those young gentlemen an honorable testimony of their patriotic services, to which they are so justly entitled.

I am, sir, with respect, yours, &c.

REUBEN H. WALWORTH.

The Hon. JOHN C. CALHOUN, *Secretary of War.*

SIR: DEPARTMENT OF WAR, *March* 13, 1822.

Your letter of the 2d instant was duly received, and immediately referred to General Macomb, who reports in the most honorable terms the conduct of the young gentlemen in whose favor you apply. The report is enclosed.

On referring to the several laws on the subject of the militia and volunteers, it does not appear that this Department is authorized to dispose of the public arms in the manner promised by General Macomb; and therefore, however willing to confirm the promise of the general to the gallant youths who so nobly distinguished themselves under his command, it cannot be done without legislative provision.

I have the honor to be, sir, your most obedient servant,

J. C. CALHOUN.

The Hon. REUBEN H. WALWORTH,
Of the House of Representatives.

WASHINGTON, *March* 13, 1822.

The undersigned, to whom has been referred the letter of the Hon. Reuben H. Walworth, dated the 2d instant, has the honor to report:

That during the invasion of the northern frontier of the State of New York, in September, 1814, a number of young men of Plattsburg called on him and requested that they might be employed in defence of their town, which was then threatened with attack. Their gallant and patriotic offer was accepted without hesitation, and they were immediately armed and instructed how to act. They accompanied General Mooers to Beekmantown, upon the approach of the enemy, and were afterwards very active in assisting in the defence of the passage of the Saranac. Their conduct on this occasion corresponded with the laudable motives which led them to take up arms in defence of their country. The services they rendered were important, and in consideration thereof they were individually promised by the undersigned that endeavors would be made to obtain from Government a handsome rifle for each. This promise subsequently received the sanction of the then Secretary of War. After using his utmost endeavors to fulfil his promise as thus sanctioned, and after waiting until this time to see the arms delivered, it was with extreme mortification that the undersigned learned that, without a law authorizing the grant, his promise could not be accomplished.

It is with great satisfaction the undersigned beholds the Representative of that part of the State in which the gallantry of these young gentlemen was displayed making application in their behalf, especially as he so honorably partook of the events of that period, and was a witness of their conduct. It is to be hoped he will bring the matter before Congress, and that a resolution will be passed to reward such distinguished examples.

ALEXANDER MACOMB, *Major General.*

To the Hon. J. C. CALHOUN, *Secretary of War.*

List of names of a volunteer company of riflemen, who did duty in the service of the United States, on the invasion of Plattsburg by Sir George Prevost, in September, 1814.

Gustavus A. Bird,	Ira A. Wood,	James Trowbridge,
Hazen Mooers,	Henry K. Averill,	St. J. B. L. Skinner,
Frederick P. Allen,	Hiram Walworth,	Ethan Everist,
Amos Soper,	James Patten,	Bartemus Brooks,
Smith Bateman,	Melancthon W. Travis,	Flavel Williams.

I certify that the foregoing is an authentic list of names of a party of volunteer riflemen, who did duty in the United States' service, and under my command, as stated in the above caption.

M. J. AIKIN, *Captain.*
AZARIAH C. FLAGG, *Lieutenant.*

I, Benjamin Mooers, major general of militia in the State of New York, do certify that the list of names made by Captain M. J. Aikin and Lieutenant A. C. Flagg, may be relied on as correct, being personally acquainted with those officers, and the meritorious services rendered by those officers and their companions in arms at the time and place mentioned within.

BENJAMIN MOOERS.

I concur in the statement made by General Benjamin Mooers herewith, being also acquainted with most or all of the individuals named, and with the importance of their services on the occasion alluded to; Martin J. Aikin, who acted as captain, and Azariah C. Flagg, as lieutenant, under whose command the services were performed, ought, of course, to be included in the list.

From the 5th to the 12th of September, 1814, and in moments most doubtful, as to the event of the invasion; indeed, when a successful resistance to the overwhelming force of the enemy seemed impossible, without the intervention of a miracle, and when most of the inhabitants possessed of property thought only of removing it from his grasp, these youthful champions, many of whom were under sixteen years of age, stepped forward, self-organized and self-instructed, and reconnoitred and harassed the enemy day and night in his pickets and out-posts; marking and giving that information of his advances which was both difficult and important for the commanding general to obtain.

Their unwearied exertions in this important duty, as well as the daring intrepidity with which they met and opposed, with others, the more serious attacks of the enemy, were particularly conspicuous.

JOHN PALMER, *M. C.*

17th Congress.] No. 223. [1st Session.

RE-EXAMINATION OF THE POSITIONS ON DAUPHIN ISLAND AND MOBILE POINT FOR FORTIFICATIONS.

COMMUNICATED TO CONGRESS, MARCH 26, 1822.

To the Senate and House of Representatives of the United States: WASHINGTON, *March* 26, 1822.

Congress having suspended the appropriation at the last session for the fortification at Dauphin Island, in consequence of a doubt which was entertained of the propriety of that position, the further prosecution of the work was suspended, and an order given, as intimated in the message of the 3d of December, to the Board of Engineers and Naval Commissioners, to examine that part of the coast, and particularly that position, as also the position at Mobile Point, with which it is connected, and to report their opinion thereon, which has been done, and which report is herewith communicated.

By this report it appears to be still the opinion of the board that the construction of works at both these positions is of great importance to the defence of New Orleans, and of all that portion of our Union which is connected with and dependent on the Mississippi, and on the other waters which empty into the Gulf of Mexico, between that river and Cape Florida. That the subject may be fully before Congress, I transmit, also, a copy of the former report of the board, being that on which the work was undertaken, and has been, in part, executed. Approving, as I do, the opinion of the board, I consider it my duty to state the reasons on which I adopted the first report, especially as they were in part suggested by the occurrences of the late war.

The policy which induced Congress to decide on and provide for the defence of the coast immediately after the war, was founded on the marked events of that interesting epoch. The vast body of men which it was found necessary to call into the field, through the whole extent of our maritime frontier, and the number who perished by exposure, with the immense expenditure of money and waste of property which followed, were to be traced in an eminent degree to the defenceless condition of the coast. It was to mitigate these evils in future wars, and even for the higher purpose of preventing war itself, that the decision was formed to make the coast, so far as it might be practicable, impregnable; and that the measures necessary to that great object have been pursued with so much zeal since.

It is known that no part of our Union is more exposed to invasion, by the numerous avenues leading to it, or more defenceless, by the thinness of the neighboring population, or offers a greater temptation to invasion, either as a permanent acquisition, or as a prize to the cupidity of grasping invaders, from the immense amount of produce deposited there, than the city of New Orleans. It is known, also, that the seizure of no part of our Union could affect so deeply and vitally the immediate interests of so many States, and of so many of our fellow-citizens, comprising all that extensive territory, and numerous population, which are connected with and dependent on the Mississippi, as the seizure of that city. Strong works well posted were, therefore, deemed absolutely necessary for its protection.

It is not, however, by the Mississippi only, or the waters which communicate directly with, or approach nearest to, New Orleans, that the town is assailable. It will be recollected that, in the late war, the public solicitude was excited, not so much by the danger which menaced it in those directions, as by the apprehension that, while a feint might be made there, the main force, landing either in the bay of Mobile, or other waters between that bay and the Rigolets, would be thrown above the town, in the rear of the army which had been collected there for its defence. Full confidence was entertained that that gallant army, led by the gallant and able chief who commanded it, would repel any attack to which it might be exposed in front. But, had such a force been thrown above the town, and a position taken on the banks of the river, the disadvantage to which our troops would have been subjected, attacked in front and rear, as they might have been, may easily be conceived. As their supplies would have been cut off, they could not long have remained in the city, and, withdrawing from it, it must have fallen immediately into the hands of the force below. In ascending the river to attack the force above, the attack must have been made to great disadvantage, since it must have been on such ground, and at such time, as the enemy preferred. These considerations show that defences, other than such as are immediately connected with the city, are of great importance to its safety.

An attempt to seize New Orleans, and the lower part of the Mississippi, will be made only by a great Power, or a combination of several Powers, with a strong naval and land force, the latter of which must be brought in transports which may sail in shallow water. If the defences around New Orleans are well posted, and of sufficient strength to repel any attack which may be made on them, the city can be assailed only by a land force, which must pass in the direction above suggested, between the Rigolets and the bay of Mobile. It becomes, therefore, an object of high importance to present such an obstacle to such an attempt as would defeat it should it be made. Fortifications are useful for the defence of posts, to prevent the approach to cities, and the passage of rivers; but, as works, their effect cannot be felt beyond the reach of their cannon. They are formidable in other respects, by the body of men within them, who may be removed and applied to other purposes.

Between the Rigolets and the bay of Mobile there is a chain of islands, at the extremity of which is Dauphin Island, which forms, with Mobile Point, from which it is distant about three and a quarter miles, the entrance into the bay of Mobile, which leads through that part of the State of Alabama to the towns of Mobile and Blakely. The distance between Dauphin Island and the Rigolets is ninety miles. The principal islands between them are Massacre, Horn, Ship, and Cat islands, near to which there is anchorage for large ships of war. The first object is, to prevent the landing of any force, for the purposes above stated, between the Rigolets and the bay of Mobile; the second, to defeat that force in case it should be landed. When the distance from one point to the other is considered, it is believed that it would be impossible to establish works so near to each other as to prevent the landing of such a force. Its defeat, therefore, should be effectually provided for. If the arrangement should be such as to make that result evident, it ought to be fairly concluded that the attempt would not be made; and thus we should accomplish, in the best mode possible, and with the least expense, the complete security of this important part of our Union, the great object of our system of defence for the whole.

There are some other views of this subject, which, it is thought, will merit particular attention in deciding the point in question. Not being able to establish a chain of posts, at least for the present, along the whole coast, from the Rigolets to Dauphin Island, or on all the islands between them, at which point shall we begin? Should an attack on the city be anticipated, it cannot be doubted that an adequate force would immediately be ordered there for its defence. If the enemy should despair of making an impression on the works near the town, it may be presumed that they would promptly decide to make the attempt in the manner and in the line above suggested, between the Rigolets and the bay of Mobile. It will be obvious that the nearer the fortification is erected to the Rigolets, with a view to this object, should it be on Cat or Ship Island for example, the wider would the passage be left open between that work and the bay of Mobile, for such an enterprise. The main army, being drawn to New Orleans, would be ready to meet such an attempt near the Rigolets, or at any other point not distant from the city. It is probable, therefore, that the enemy, profiting of a fair wind, would make his attempt at the greatest distance compatible with his object from that point, and at the bay of Mobile, should there not be works there of sufficient strength to prevent it. Should, however, strong works be erected there, such as were sufficient not only for their own defence against any attack which might be made on them, but to hold a force connected with that, which might be drawn from the neighboring country, capable of co-operating with the force at the city, and which would doubtless be ordered to those works in the event of war, it would be dangerous for the invading force to land any where between the Rigolets and the bay of Mobile, and to pass towards the Mississippi above the city, lest such a body might be thrown in its rear as to cut off its retreat. These considerations show the great advantage of establishing at the mouth of the bay of Mobile very strong works, such as would be adequate to all the purposes suggested.

If fortifications were necessary only to protect our country and cities against the entry of large ships of war into our bays and rivers, they would be of little use for the defence of New Orleans, since that city cannot be approached so near, either by the Mississippi or in any other direction, by such vessels, for them to make an attack on it. In the Gulf, within our limits west of Florida, which had been acquired since these works were decided on and commenced, there is no bay or river into which large ships of war can enter. As a defence, therefore, against an attack from such vessels, extensive works would be altogether unnecessary, either at Mobile Point or at Dauphin Island, since sloops of war only can navigate the deepest channel. But it is not for that purpose alone that these works are intended. It is to provide also against a formidable invasion, both by land and sea, the object of which may be to shake the foundation of our system. Should such small works be erected, and such an invasion take place, they would be sure to fall at once into the hands of the invaders, and to be turned against us.

Whether the acquisition of Florida may be considered as affording an inducement to make any change in the position or strength of these works, is a circumstance which also merits attention. From the view which I have taken of the subject, I am of opinion that it should not. The defence of New Orleans, and of the river Mississippi, against a powerful invasion, being one of the great objects of such extensive works, that object would be essentially abandoned if they should be established eastward of the bay of Mobile, since the force to be collected in them would be placed at too great a distance to allow the co-operation necessary for those purposes between it and that at the city. In addition to which, it may be observed that, by carrying them to Pensacola, or further to the east, that bay would fall immediately, in case of such invasion, into the hands of the enemy, whereby such co-operation would be rendered utterly impossible, and the State of Alabama would also be left wholly unprotected.

With a view to such formidable invasion of which we should never lose sight, and of the great objects to which it would be directed, I think that very strong works at some point within the Gulf of Mexico will be found indispensable. I think, also, that those works ought to be established at the bay of Mobile, one at Mobile Point, and the other on Dauphin Island, whereby the enemy would be excluded, and the complete command of that bay, with all the advantages attending it, be secured to ourselves. In the case of such invasion it will, it is presumed, be deemed necessary to collect at some point, other than at New Orleans, a strong force capable of moving in any direction, and affording aid to any part which may be attacked; and, in my judgment, no position presents so many advantages, as a point of rendezvous for such force, as the mouth of that bay. The fortification at the Rigolets will defend the entrance by one passage into Lake Pontchartrain, and also into Pearl river, which empties into the Gulf at that point. Between the Rigolets and Mobile bay there are but two inlets which deserve the name, those of St. Louis and Pascagoula, the entrance into which is too shallow even for the smallest vessels; and from the Rigolets to Mobile bay, the whole coast is equally shallow, affording the depth of a few feet of water only. Cat Island, which is nearest the Rigolets, is about seven and a half miles distant from the coast, and thirty from the Rigolets. Ship Island is distant about ten miles from Cat Island, and twelve from the coast. Between these islands and the coast, the water is very shallow. As to the precise depth of water in approaching those islands from the Gulf, the report of the topographical engineers not having yet been received, it is impossible to speak with precision; but admitting it to be such as for frigates, and even ships of the line, to enter, the anchorage at both is unsafe, being much exposed to northwest winds. Along the coast, therefore, there is no motive for such strong works on our part; no town to guard; no inlet into the country to defend; and if placed on the islands, and the entrance to them is such as to admit large ships of war, distant as they are from the coast, it would be more easy for the enemy to assail them with effect.

The position, however, at Mobile bay is essentially different. That bay takes its name from the Mobile river, which is formed by the junction of the Alabama and Tombigbee, which extend each about three hundred miles into the interior, approaching, at their head waters, near the Tennessee river. If the enemy possessed its mouth, and fortified Mobile Point and Dauphin Island, being superior at sea, it would be very difficult for us to dispossess him of either, even of Mobile Point; and, holding that position, Pensacola would soon fall, as, without incurring great expense in the construction of works there, it would present but a feeble resistance to a strong force in its rear. If we had a work at Mobile Point only, the enemy might take Dauphin Island, which would afford him great aid in attacking the point, and enable him, even should we succeed in repelling the attack, to render us great

mischief there, and throughout the whole Gulf. In every view which can be taken of the subject, it appears indispensable for us to command the entrance into Mobile bay; and that decision being taken, I think the considerations which favor the occupation of Dauphin Island by a strong work are conclusive. It is proper to observe, that, after the repulse before New Orleans, in the late war, the British forces took possession of Dauphin Island, and held it till the peace. Under neither of the reports of the Board of Engineers and Naval Commissioners could any but sloops of war enter the bay, or the anchorage between Dauphin and Pelican islands. Both reports give to that anchorage eighteen feet at low water, and twenty and a half at high. The only difference between them consists in this: that, in the first, a bar, leading to the anchorage, reducing the depth of water to twelve feet at low tide, was omitted. In neither case could frigates enter, though sloops of war of larger size might. The whole scope, however, of this reasoning turns on a different principle—on the works necessary to defend that bay, and, by means thereof, New Orleans, the Mississippi, and all the surrounding country, against a powerful invasion both by land and sea, and not on the precise depth of water in any of the approaches to the bay or to the island.

The reasoning which is applicable to the works near New Orleans, and at the bay of Mobile, is equally so, in certain respects, to those which are to be erected for the defence of all the bays and rivers along the other parts of the coast. All those works are also erected on a greater scale than would be necessary for the sole purpose of preventing the passage of our inlets by large ships of war. They are, in most instances, formed for defence against a more powerful invasion, both by land and sea. There are, however, some differences between the works which are deemed necessary in the Gulf, and those in other parts of our Union, founded on the peculiar situation of that part of the coast. The vast extent of the Mississippi, the great outlet and channel of commerce for so many States, all of which may be affected by the seizure of that city, or of any part of the river, to a great extent above it, is one of those striking peculiarities which require particular provision. The thinness of the population near the city, making it necessary that the force requisite for its defence should be called from distant parts and States, is another. The danger which the army assembled at New Orleans would be exposed to, of being cut off in case the enemy should throw a force on the river above it, from the difficulty of ascending the river to attack it, and of making a retreat in any other direction, is a third. For an attack on the city of New Orleans, Mobile bay, or any part of the intermediate coast, ships of war would be necessary only as a convoy to protect the transports against a naval force on their passage, and on their approach to the shore, for the landing of the men, and on their return home, in case they should be repulsed.

On the important subject of our defences generally, I think proper to observe, that the system was adopted immediately after the late war, by Congress, on great consideration and a thorough knowledge of the effects of that war; by the enormous expense attending it; by the waste of life and property, and by the general distress of the country. The amount of debt incurred in that war, and due at its conclusion, without taking into the estimate other losses, having been heretofore communicated, need not now be repeated. The interest of the debt thus incurred is four times more than the sum necessary, by annual appropriations, for the completion of our whole system of defence, land and naval, to the extent provided for, and within the time specified. When that system shall be completed, the expense of construction will cease, and our expenditures be proportionally diminished. Should another war occur before it is completed, the experience of the last marks, in characters too strong to be mistaken, its inevitable consequences; and should such war occur, and find us unprepared for it, what will be our justification to the enlightened body whom we represent, for not having completed these defences? That this system should not have been adopted before the late war cannot be a cause of surprise to any one, because all might wish to avoid every expense, the necessity of which might be, in any degree, doubtful. But, with the experience of that war before us, it is thought there is no cause for hesitation. Will the completion of these works, and the augmentation of our navy, to the point contemplated by law, require the imposition of onerous burdens on our fellow-citizens, such as they cannot or will not bear? Have such or any burdens been imposed, to advance the system to its present state? It is known that no burdens whatever have been imposed; on the contrary, that all the direct or internal taxes have been long since repealed, and none paid but those which are indirect and voluntary, such as are imposed on articles imported from foreign countries, most of which are luxuries, and on the vessels employed in the transportation; taxes which some of our most enlightened citizens think ought to be imposed on many of the articles, for the encouragement of our manufactures, even if the revenue derived from them could be dispensed with. It is known, also, that in all other respects our condition as a nation is in the highest degree prosperous and flourishing, nearly half the debt incurred in the late war having already been discharged, and considerable progress having also been made in the completion of this system of defence, and in the construction of other works of great extent and utility, by the revenue derived from these sources, and from the sale of the public lands. I may add, also, that a very generous provision has been made, from the same sources, for the surviving officers and soldiers of our revolutionary army. These important facts show that this system has been so far executed, and may be completed, without any real inconvenience to the public. Were it, however, otherwise, I have full confidence that any burdens, which might be found necessary for the completion of this system, in both its branches, within the term contemplated, or much sooner, should any emergency require it, would be called for, rather than complained of, by our fellow-citizens.

From these views, applicable to the very important subject of our defences generally, as well as to the work at Dauphin Island, I think it my duty to recommend to Congress an appropriation for the latter. I considered the withholding it at the last session as the expression only of a doubt, by Congress, of the propriety of the position, and not as a definitive opinion. Supposing that that question would be decided at the present session, I caused the position, and such parts of the coast as are particularly connected with it, to be re-examined, that all the light, on which the decision as to the appropriation could depend, might be fully before you. In the first survey, the report of which was that on which the works, intended for the defence of New Orleans, the Mississippi, the bay of Mobile, and all the country dependent on those waters, were sanctioned by the Executive, the commissioners were industriously engaged about six months. I should have communicated that very able and interesting document then, but from a doubt how far the interest of our country would justify its publication; a circumstance which I now mention, that the attention of Congress may be drawn to it.

JAMES MONROE.

SIR: DEPARTMENT OF WAR, *March* 26, 1822.

I transmit herewith a letter from the chief engineer, accompanying a report just received from the commission composed of the Board of Engineers and a naval officer, containing their opinions respecting the fortifications at Mobile bay.

I have the honor to be, with the greatest respect, your obedient servant,

J. C. CALHOUN.

The PRESIDENT OF THE UNITED STATES.

SIR: ENGINEER DEPARTMENT, WASHINGTON, *March*, 1822.

In pursuance of your orders, the Board of Engineers were instructed to visit Mobile bay, and to examine thoroughly the sites at Mobile Point and Dauphin Island, together with all localities which may have influenced their selection, with a view to ascertain whether either of them ought to be abandoned, and, if not, whether any, and, if any, what modifications ought to be made in the plan of the fortifications which have been commenced at each of those positions.

The Board of Engineers and the Navy Commissioner, in pursuance of those orders, visited Mobile Point and Dauphin Island, and made a careful examination of those places, the result of which is contained in their report, made through this department, to the Departments of War and Navy, which is herewith communicated, together with a separate report from General Bernard, connected with the same subject.

It may be proper to add that, in the year 1818, previously to the passage of the act prohibiting the forming of a contract, unless the actual appropriation was equal to its fulfilment, contracts were formed under the general appropriation for fortifications for completing the forts at Mobile Point and Dauphin Island; and as the operations depending on them were on a scale too large to be conducted advantageously with individual capital, considerable sums were advanced, on adequate security, to the aid of the contractors, of which there remain unliquidated, for Mobile Point, nearly one hundred thousand dollars; and for Dauphin Island, a sum considerably exceeding that amount. For more detailed information on this point, I would respectfully refer you to the reports from this department, made on the 15th March, 1820, and the 9th January, 1821; the former accompanied by copies of all contracts connected with fortifications which had been made since 1815 up to that period, with the exception of those made in 1819, which had been previously reported; and the latter exhibiting the sums advanced upon contracts up to the date thereof. A copy of the original report of the board in relation to the defence of the Gulf of Mexico is not yet completed, but it will be finished as soon as possible.

I have the honor to be, very respectfully, your most obedient servant,

ALEX. MACOMB, *M. G. C. Engineers.*

To the Hon. J. C. CALHOUN, *Secretary of War.*

The Navy Commissioner and the Board of Engineers, having received instructions to re-examine the positions on Dauphin Island and Mobile Point, which had been selected for the defence of Mobile bay; to review the grounds on which the original report recommended their defence; and to report, 1st, whether either of the works projected for these positions ought to be abandoned; and, 2dly, if not, whether any, and, if any, what modifications ought to be made, respectfully submit the following report:

Under the first division of the subject before the commission, to wit, whether either of the works projected for the defence of Mobile bay ought to be abandoned, it is proper, in the first place, to ascertain what degree of importance should be assigned to this bay, as a part of the Gulf frontier; or, in other words, whether the advantages resulting from its defence will be commensurate with the cost of the fortifications. The following advantages, it seems to us, will certainly result from its complete defence.

1st. By fortifying the entrance of the bay, an outlet would be secured, in time of war, for the produce of the Alabama and Tombigbee rivers. 2d. The flourishing towns upon the bay and its rivers, the accumulated produce of the country, and the merchant vessels, privateers, and vessels of war, collected within the bay, either in the course of trade to receive supplies, to refit by stress of weather, or by the pursuit of an enemy, would all receive protection. 3d. An enemy would be deprived of one of the very few harbors in the Gulf in which he might take shelter during tempestuous seasons; and would thereby be forced either to run his hazard in a boisterous sea, or, by occasionally intermitting his blockade, to permit the escape of the many vessels which would be in readiness to profit of the opportunity. 4th. An enemy would also be deprived of an anchorage, whence he might, with certainty, interrupt all water communication between New Orleans, Mobile bay, and Pensacola. 5th. The produce of more than one-half of the territory of the United States passes through New Orleans to the sea; and since, by the establishment of steamboats on the Mississippi and Ohio, freight along those rivers is reduced much below that across the Alleganies, that city is not only the grand emporium of the exterior commerce of more than half of our territory, but also of the interior commerce between that section of country and the Atlantic States; and when we consider the progress made, and daily making, in manufactures by the Middle and Eastern States, we think it may be safely asserted that New Orleans is destined to become as important in this last respect as in the former. Now, though it is easy to defend that city against the attack of an enemy, (as will be done by the works heretofore recommended by the commission for the Rigolets, Chef Menteur, bayou Bienvenue, Plaquemine Bend, and the east point of Grande Terre) yet, as the Mississippi is not defensible by batteries below Plaquemine Bend, and may therefore be commanded by an enemy, it becomes indispensable that something more than mere defence be afforded it, and that the only other practicable communication with the sea, to wit, that through Lake Pontchartrain, Pass Christian, and within the chain of islands to Mobile bay, should be well secured. The fortifications at Chef Menteur and Rigolets will protect the navigation of Lake Pontchartrain, whilst those of the Rigolets and the mouth of Mobile bay will protect the waters between that lake and Mobile bay, by insuring the means of supplying with men, arms, munition, &c. provisional and intermediate works, which would be erected in time of war for the protection of this interior navigation, and by affording assistance in the same way, and also certain points of support to such a floating force as it would be found expedient to add, for the more certain preservation of this important channel of commerce. 6th. The importance of Pensacola harbor, as a naval station of the second class, which it must be, even if Espiritu Santo bay (the only other man-of-war harbor in the Gulf of Mexico) should be found to have sufficient water to admit line-of-battle ships, will make the extension of this interior navigation, by the connexion of Bon Secours and Perdido bays, by a canal of about four miles, and Perdido bay and the great Lagoon (which runs into Pensacola bay) by a canal of about one mile, a matter of necessity: because in no other way could the naval establishment at Pensacola receive the abundant supplies of munitions of war, naval stores, and workmen, furnished by the Western country. It is needless to say how much the value of complete defences at the mouth of Mobile bay will be augmented by this extension of the interior navigation; and, indeed, considering the unproductiveness of the country about Pensacola, the value of those defences will be almost as much increased if Pensacola harbor become ultimately only a place of rendezvous, or of occasional resort for vessels of war, privateers, and merchantmen. 7th. Fortifications at the mouth of Mobile bay, in conjunction with a temporary work at the outlet of the Perdido, where there is but six feet water, will shelter Pensacola from all attacks on that side, which might, but for them, be conducted from a landing up Mobile or up Perdido bay; or, by pursuing the interior navigation, quite into Pensacola bay. The temptation to such an enterprise would be very strong, should this bay be selected, as it probably will, for a naval station. To these advantages, which are for the most part peculiar to the section of country in question, we will add some remarks relating in common to defence on every part of our coast.

The only species of force which can resist and repel the attacks to which a maritime frontier is exposed are, heavy guns and mortars in vessels, or heavy guns and mortars covered by proof epaulements on shore; with the first of these there might always be great uncertainty as to the issue, because of the many accidents to which such a force is liable, beyond the control of courage or skill, especially in narrow waters; and because an enemy may always choose that moment to attack when favorable circumstances are solely on his side. But the enormous expense of this kind of defence, when exclusive, has amongst all nations caused, and must ever cause, its rejection as a means of local security; to be sufficient, it must at least equal the threatening force at every point of the frontier to which he can have access; because where he is is not known, and where he will attack is uncertain; to leave a station in search of him might be leaving unprotected the very point he designs to attack. Besides the great excess of the defensive expenditures over the offensive, which such a system would require, the defences are, from their nature, perishable, and require frequent renewal. Situations occur sometimes, however, as where the track of the attacking force is necessarily out of the reach of gunshot from the shore, or when the great breadth of channel enables an enemy to avoid the land defences, or when, resigning nothing to an enemy, favorable moments of attack may be waited for and improved, to which a certain variety of this species of force may, and indeed must, be applied; but the only successful practice with this force has been to employ it where no other will avail, or at most only as an auxiliary. The only other kind of defence is by fortifications. All the nations experienced in war concur in one sentiment as regards their utility, at least in relation to a maritime frontier; and all nations having such a frontier rely upon them for their security. To allege that they have sometimes failed to afford protection proves nothing, because, as the confidence in them is still undiminished, and hundreds of cities and national establishments, which offer the strongest temptations to the cupidity of Governments and of individuals, have, notwithstanding, been unmolested, with these only to protect them; such failures in defence can be ascribed only to the *inadequacy of the particular works*, or to the want of courage or conduct in the use of them. One recommendation which fortifications have, and which is of infinite consequence, is, that besides affording a shelter for a navy, whether under injury from tempests or from an enemy, they unchain it from the shore, and set it free upon its proper element, there to assume the offensive; to conduct the commerce of distant regions in safety; to destroy that of the enemy; to scour his seas; to fall with united forces upon his establishments; to harass him with continued pursuits, and with continual preparations for defence; in short, to remove the war from its own shores, and wage it upon those of the enemy.

The commission now come to the particular question, "Whether either of the projected works for Mobile bay ought to be abandoned?" The commission regret that they have not been able to have the exact survey, now going on, completed in time to accompany this report; but the sketch herewith, though inaccurate in most respects, exhibits with all necessary precision all the facts essential to the solution of the problem. The distance from Mobile Point to the east point of Dauphin Island is about three miles; two channels enter Mobile bay through this opening; one, which is the principal, having eighteen feet water on the bar at low tide, passes close along Mobile Point; the other, within about half a mile of Dauphin Island Point; through this at least eight and a half feet can be carried at low tide. The first of these leads directly from sea; the other winds round the point of Dauphin Island, from an anchorage between that island and Pelican Island; at least twelve feet water can be carried over the shoal which connects these two islands, in coming from sea into this anchorage. The tide ebbs and flows only once in twenty-four hours, and rises from one and a half to two feet. At high water, therefore, ten feet can be carried into the bay by the western channel, at a minimum. Vessels with a greater draught than eight and a half feet cannot ascend to the town of Mobile without great difficulty; vessels bound thither have, therefore, the choice of the two passes; with any wind from east to west, round by the south, they may enter the eastern, and with any wind from N. N. W. to E. by S. round by the south, the western channel. If there are to be *any* fortifications at the mouth of this bay, it does not admit of contradiction that there must be one on Mobile Point, for Dauphin Island Point is too distant to offer any molestation to the navigation of this eastern channel, and Sandy Island is of so changeable a nature that no important work can ever be placed there. The eastern channel being nearly straight, and about a mile in width opposite Mobile Point, vessels might pass at night, or perhaps even by day, unless some collateral impediments be provided; these should be either floating *obstructions* or a floating *armament*. The first, being easily and speedily prepared, and much less expensive in all respects than the other, have been usually recommended by the commission in similar cases; as small vessels only can approach them, they need only be slight compared with those proposed for deeper channels. As to Dauphin Island, it must be remarked, first, that there is water enough both up to the anchorage and at high water, through the channel into the bay, for small vessels of war, such as brigs and schooners, to pass without danger; and that these vessels are quite adequate to the destruction of the commerce of the Gulf and the establishments on the shores of the bay, the capture of the vessels which may be within it, and the complete interruption of the interior navigation. Second, that an enemy occupying the anchorage near Pelican Island would have a good harbor in which he could continue the blockade during the whole year; and that, on the contrary, if he were excluded from it, the blockade of the bay, owing to the great danger in anchoring near this coast, or even lying off and on near it during a considerable portion of the year, would become comparatively unimportant. Third, that this being the only safe harbor, even for his small cruisers, on the whole of the northern shore of the Gulf, excepting such as must certainly be defended, an enemy would not fail to profit of its not being secured, and make a permanent establishment upon the island, with a view to fix himself in possession of the harbor as a place of refuge for his own vessels, and for the purpose of cutting off both our exterior and interior commerce. It is not easy to conceive how an enemy, once fortified there, on account of its inaccessibility, and the scattered population of the neighboring country, could be dispossessed without great exertions and a corresponding sacrifice of lives and money; nor, on the other hand, the disadvantages under which he would labor, and the hazard he would run, if deprived of the only safe harbor within reach of his cruising ground. Fourth, that a fort on the east point of Dauphin Island, with batteries under its protection, would, by shot and shells, effectually guard both the anchorage and the passage into the bay; the shoal of Pelican Island being within shell range, and the channel too narrow and crooked to be passed at night. Fifth, that vessels arriving off this bay may frequently be unable to enter by the other channel, and must wait in this harbor (where, without fortifications, they would be entirely exposed to an enemy) for an opportunity to pass through the western, or for favorable winds for the eastern channel. Sixth, that under the protection of fortifications on Dauphin Island, our small vessels of war, privateers, and merchant vessels, would wait in security in this harbor for a favorable moment to elude an enemy's cruisers. Seventh, that the fort on Dauphin Island, considering the superiority of its harbor over that on the inside of Mobile Point, would be of considerable importance as a depot for the supply of the flotilla defending the inner passage from New Orleans, and also for the supply of the immediate wants of privateers and cruisers arriving from sea.

The commission now enter upon the consideration of the second division of the subject, to wit: "Whether any, and, if any, what modifications ought to be made in the works projected for Dauphin Island and Mobile Point?"

These two forts are alike in their relief, trace, and details; they are pentagonal bastioned works, of one hundred and thirty yards of exterior side. This length of front is the least, within a few yards, which can be adopted, while preserving for the flanks the power of battering with effect the breach in the face of the bastions; since, on

account of the elevation of the flanks above the ditch, the guns cannot, on a less front than one hundred and twenty yards, receive a sufficient depression to see the foot of the face of the bastion. This dimension of one hundred and thirty yards is indeed very weak; for, according to the principles of the art, a front of two hundred yards will hardly satisfy the essential conditions of the bastioned system, and it is only an extent of three hundred or four hundred yards that gives to a front the great advantages which belong to the system. The works projected for Mobile Point and Dauphin Island must rather be considered as redoubts than forts. As to the number of sides, the localities require a front to fire upon vessels which approach, one against those passing, and a third against such as may have passed; besides, it is indispensable that the fire of two collateral sides should cross upon their capital, as there would otherwise be a space there without defence. These considerations, added to the necessity of providing ample room within for quarters and stores, have produced the pentagonal form. The quarters have been so contrived as to become a defensive work, prolonging the resistance even after the enemy has mastered the exterior work. This means of protracted resistance may be regarded as a compensation, in some sort, for the weakness of the narrow fronts.

Each of the water fronts will receive twenty-seven guns; so that twenty-seven guns will be directed against vessels which approach, twenty-seven against those passing, and twenty-seven towards the interior of the bay. As to the land fronts, they will receive the number of guns necessary for the defence, varying according to the nature and progress of the attack. The three fronts facing the water have each a separate object, or rather have to throw their fire in different directions; and if the time which a vessel, with a good wind, would be under the fire of each be calculated, the twenty-seven guns to which she would be exposed can hardly be considered too great a number.

If the necessary armament, as well as the principles of the art, had not in a measure decided as to the dimensions of the two forts in question, the necessity of preparing them against a short attack by land would alone have dictated that they must be sufficiently strong to compel an enemy to a regular attack, and to resist him until the arrival of succor. In this respect it must be remarked that, as far as localities would permit, the commission have always, in the choice of positions, given a preference to those where the nature of the soil would prevent the opening of trenches, and, consequently, render attack by land impracticable; thus, where marshes or rocks presented themselves, the commission have chosen those points before all others; and, as the works would be inattackable by land, a great saving would be made in the expense of the land side fronts. The forts, for example, for the defence of New Orleans, have in general, for these reasons, received the smallest dimensions, and an organization on the land side requiring but little expense. At Mobile Point and Dauphin Island no such peculiarities of site present themselves, and the projected works are not only attackable by land, but they are also very far removed from succors; that on the west side of the bay, being upon an island on which an enemy might permanently fix himself, would, in that event, be beyond the reach of all help, except such as could be afforded with a co-operating naval force; and this would require so long a time, that a fort of inconsiderable strength would be carried before its arrival. According to strict theory, therefore, the Dauphin Island fort should be stronger than that at Mobile Point; the greater facility of approaching this last work, however, nearly restores the equilibrium.

As to the expense of the erection of the works, it is certainly great; but it does not furnish a just measure of their magnitude. It is necessary to take into consideration the high price of materials in that section of country, compared with the other parts of the United States. If forts like these were to be constructed in the Eastern States, for example, they would cost barely one-third of the amount which must be paid for these at Mobile. The construction of these works will be expensive, not because they are of a high degree of strength, but because of the dearness of materials and labor.

Finally, war amongst European nations is now conducted upon too great a scale to justify us in reposing upon feeble and precarious means as security against their aggressions; and every system of defence which, instead of being upon the level of the means of attack, is dictated by considerations of economy alone, exposes the nation to the danger of having involved itself in expenses solely to provide trophies for its enemies.

The commission conclude by recommending that the works begun on Mobile Point and Dauphin Island be both completed according to the original project.

All which is respectfully submitted.

BERNARD, *Brigadier General.*
JOS. G. TOTTEN, *Major Eng. Brevet Lt. Col.*
J. D. ELLIOTT, *Captain U. S. Navy.*

To the Hon. Secretaries of War and Navy Departments.

Washington, *March* 26, 1822.

The Naval Commissioner and the Board of Engineers, in their last report on the defence of Mobile bay, (dated 15th March, 1822,) confined themselves to a general outline in comparing a system of permanent fortifications to one of naval defence. But as the principle on which floating forces would be preferred to permanent batteries for the defence of Mobile bay is equally applicable to all the bays, roads, and rivers of the Union, it becomes necessary to enter into particulars, and prove, by a clear and precise demonstration, that floating forces, employed in the defence of important points on a maritime frontier, are less efficacious in their result, and more expensive, than permanent fortifications.

To keep to the present case—that of Mobile bay: we must observe, in the first place, that the necessity of defending it is admitted on all sides, and that the nature of the defences to be employed for that purpose is the only point of contention. There are two channels which lead up to this bay, as stated in the report; the eastern channel, about one mile broad, and running directly under Mobile Point; and the western, about half a mile broad, running half a mile from the eastern point of Dauphin Island. In either of these channels, therefore, vessels running into the bay would follow a track which would keep them at about three-fourths of a mile, or 1,320 yards, from one or other of the projected forts; for, although the eastern channel runs directly under Mobile Point, an enemy, to keep as far as possible out of the fire of the fort, would avoid that part of the channel which runs nearest to it; and though the western channel is only practicable at half a mile's distance from the projected work at Dauphin Island, he could not keep at more than 1,320 yards from the fort, without running on the shoals which lie between the two channels.

In either case, the projected forts would defend the two channels with exactly the same effect; and as the necessity of defending the eastern pass by a fort at Mobile Point, and some floating forces, is granted on all sides, it might be naturally supposed that no objection could be made to a similar system of defence for the western pass, as a natural and necessary consequence of the adoption of the first. But to answer all objections which can be made to defending the western pass by permanent works like the eastern, we shall compare the expense of defending this pass by floating defences with that by these works.

1st. When the defence of a pass is exclusively confided to floating forces first, it becomes uncertain: tempests, hurricanes, fire-ships, can, in a few hours, destroy or disperse all its means of defence; and in the Gulf of Mexico, where hurricanes are so frequent, this objection may be considered as conclusive. 2d. The enemy, choosing his own time, and knowing the obstacles which he may expect, can prepare his means beforehand, so as to secure numerical superiority, and every other chance of success. 3d. One single action may decide its fate, and reduce its resistance to a few hours. 4th. The naval forces thus employed on a defensive system, when they run the chance of losing every thing, and have no chance of injuring the enemy, during all the time they are thus stationed, would be much more advantageously employed on an offensive system, to intercept the commerce and navigation of that enemy at sea, or on the coasts of his colonies. 5th. Floating forces are of a perishable nature, and must be renewed at least every ten years. Either they are created in a time of peace, and run the chance of being unfit for service when war is declared, or they are organized at the declaration of war, and then cost much dearer to create. Considering the immense extra expenses of all kinds which must then be incurred, it is to be feared that these forces will not, in such a case, be fit for action, until the enemy has already executed all the depredations and done all the mischief which they are to guard against.

This observation is more especially applicable to the coasts of the Union on the Gulf of Mexico than to any section of its Atlantic frontier. The Union has few sailors, and, at present, no naval depot on the coast of the Gulf; nor can it be repeated too often that, if Mobile bay be not properly defended, Pensacola cannot be fitted for this purpose. This frontier must, therefore, depend for its defence on the maritime means sent to it by the Atlantic States. But if, at the opening of a war, the communication between these States and the Gulf of Mexico is interrupted by a superior naval force of the enemy, how will the coasts of this Gulf be defended, unless by permanent fortifications, prepared beforehand? To rely on the navy alone for defending the important positions of this frontier, would be to lay at the mercy of very precarious and uncertain chances the interests of one-half of the territory of the Union.

When the defence of a pass is intrusted to permanent forces, or fortifications properly organized, it is no longer subject to sudden accidents and unforeseen chances.

1st. Tempests and hurricanes turn rather to its advantage than to its loss, as these convulsions of nature fall only on the vessels of the enemy, especially if you have taken means to deprive him of an asylum in an enclosed or secure bay.

2d. You are then prepared to receive the enemy on all points; you only have to throw your troops in time in the forts which are menaced by his approach, so as to complete their garrisons, and give them the means of standing a siege. These forces may even be withdrawn from every other point, as soon as the enemy has determined his point of attack, and that you are certain of the point on which he is directing it; the garrison remaining complete on that point alone.

3d. To fulfil his purpose, the enemy must land his forces, and proceed to a regular attack against your forts. The length of the resistance which these are calculated to make affords time to the militia of the country to come to their aid; and, if these forts be not assailable by land, if the enemy have no secure and enclosed anchorage for his fleet in the neighborhood, every chance is against him.

4th. The defence of the frontier being all secured by permanent fortifications, all the means of the navy may be turned to the offensive. While these forts, shutting to an enemy all entrance into our bays, roads, and rivers, give to the militia the advantage of selecting lines of operations, which an enemy cannot cut, and which cut and intercept, on the contrary, any line of operations on which he may attempt to move against the interior, the enemy is, by these means, deprived of the great and important advantage of fighting within reach of his supplies and means of retreat, and with one foot on the land which he invades, and one foot on the fleet which conveyed him.

5th. Permanent defences, by means of fortifications, are prepared in time of peace, when the resources of the people are greatest, and the expenses least. These defences, once erected, last forever; and if in some rare circumstances they require the co-operation of floating forces, simple floating obstructions, under the fire of the forts, may generally be substituted for them, which delay the passage of an enemy at these points, and keep him during all that time under the fire of the permanent batteries.

We believe it is useless to pursue any further this comparison between the powers of defence provided to guard a pass by means of permanent fortifications, and those which are given by mere floating forces. The few considerations to which we have confined this argument suffice to show the superiority of the former.

The only remaining point is, to determine when these advantages are not purchased at too dear a rate; and we shall compare for this purpose the expense of both these systems, and take the fort at Dauphin Island for our point of illustration.

The fort projected on the eastern point of that island will cost - - -	$694,000 00
Its armament, at 118 guns, (each gun $650,) - - - -	76,700 00
Total, - -	$770,700 00

This armament comprises the guns employed to arm the temporary batteries raised under protection of the fort, to defend the anchorage between Pelican and Dauphin islands. As long as the fort would neither be menaced nor attacked in time of war, a garrison of three hundred men would be sufficient to serve sixty guns bearing on the pass. These three hundred men, at $150 a man, for six months, would cost during that time $45,000, and during three years $270,000. This sum of $150 per man for six months is taken from the aggregate cost of the army for each individual, according to the report of the Secretary of War, 5th March, 1822; but in this case it is much overrated, as the aggregate expenses of the army comprise those of the staff, Military Academy, transportation expenses, &c., which are not applicable to a permanent garrison. This sum is, therefore, stated very unfavorably to the system of permanent defences.

Recapitulation of the expense of a system of permanent fortifications to defend the pass during three years.

Fort and armament, - - - - - -	$770,700 00
Garrison during three years, - - - - -	270,000 00
Total, - -	$1,040,700 00

We do not include in this calculation the expense of a garrison calculated to sustain a siege, as the service of such a garrison and the length of such a siege would be trifling objects in three years of war.

Now, suppose these sixty guns, served by three hundred men, mounted on ramparts, and thus possessing all the following advantages: precision and accuracy of fire; solidity and permanency of the masses which cover them,

and which are proof against the enemy's artillery; the power of ricoching against ships, and of not being ricoched in return; and the safety and comfort of the garrison; suppose them replaced by only sixty guns, mounted on vessels, without any of the foregoing advantages, (a supposition favorable to the system of floating forces, for it would require a much greater number of these to possess nearly the same power of resistance;) these sixty guns will require, to bear them, 1st, one steam frigate, carrying thirty 32 pounders; 2d, thirty gun-boats, carrying each one 32 pounder.

But, as the steam frigate draws from eight and a half to nine and a half feet of water, and the gun-boats seven feet, they cannot run over the middle ground between the eastern and western channels; they will, therefore, be obliged to remain stationed in one of these channels, or in the interior of the bay; and, in either case, if the enemy attack them with a force of the same nature and strength, it will be a drawn battle; and if he bring, (which will be much more probable) a superior force, our whole defensive means will necessarily be taken or sunk at once.

A steam frigate of this kind, built at the present moment, which is most favorable for constructing it at the lowest price, would cost, by the estimates of the Navy Department, - - -	$200,000 00
And thirty gun-boats, at $5,000 each, - - - - -	150,000 00
Total, - -	$350,000 00
The steam frigate requires a crew of three hundred and fifty men, viz: twenty-six officers, (midshipmen, sailingmaster, surgeons, gunners,) and three hundred and twenty-four sailors, whose pay and rations alone would cost, one bearing another, $115 per man, for six months;* three hundred and fifty men, for six months, - - - -	$40,250 00
The 30 gun-boats, at 35 men for each gun-boat, will require 1,050 men, which, one bearing another, will cost for six months, at $115 per man, - - - -	120,750 00
Total for 1,400 men, at $115 for six months, - - - -	$161,000 00
And in the course of three years of war, 161,000×6, - - - -	$966,000 00
To which add the expense of constructing the frigate and gun-boats, - - -	350,000 00
Total expense to defend the pass by floating forces alone, for three years, - -	$1,316,000 00
The whole expense, both of the permanent material, which would never require to be renewed, added to that of the personal, or troops sufficient to guard it during three years of war, would thus only amount, by means of the system of permanent fortifications, to - -	$1,040,700 00
But the expense of the material of perishable objects, which would require to be constructed for the purpose, added to that of the personal, or troops to defend it by means of floating forces, would cost during three years of war, - - - - -	1,316,000 00
Difference in favor of the former system at the end of three years, - - -	$275,300 00

If the war were to last longer, this difference would become more and more sensible, and at its close all the expenses made for the material of floating forces would be lost, except those of the armament and engine of the steam frigate; the only articles of that material which, being not composed of perishable materials, might be laid up for another war.

In this comparison we have not computed the expense of a garrison for this fort in time of peace; but neither have we considered the repairs and standing costs of the floating forces, the accidents to which they would be frequently liable at the mouth of an open harbor at Mobile bay, and the total destruction which might overwhelm them, and require their entire renewal, by one of those hurricanes too frequent in the Gulf of Mexico.

We shall not pursue this comparison any further; this short abstract, in which every supposition has been made in favor of the system of floating forces, shows sufficiently that, employed to defend a pass, they cost more, in a very short time, than permanent fortifications.

We shall conclude this report by offering some considerations on the degree of importance which belongs to the anchorages of Cat and Ship islands. The first can only admit vessels drawing less than 14 feet, and the second, vessels drawing less than 18 feet of water; one pass between the two islands leads into both anchorages. They are both quite open and unsheltered against gales from the north.

If an enemy were to occupy them, it could only be with one or both of the following views: 1st. To land from thence on the main. 2dly. To intercept the coasting navigation between Lake Pontchartrain and Mobile bay.

In the first case, his object could not be to ravage and plunder the coast, which is entirely uninhabited, and consists of a sandy pine barren. If the entrances of Mobile bay were not defended, he might, indeed, march from thence round Lake Pontchartrain, upon Baton Rouge, and occupy the head of the delta of the Mississippi. But the harbor of Mobile and the entrance into the lake being closed against him, he will never venture on such a desperate march, through such a desert, barren, and intersected country, where his communication with his vessels would certainly be cut off by the Alabama militia from Mobile on the one side, and the Louisiana on the other, a part of which would cross the lake at the Rigolets, under protection of the fort, and fall on his flanks and rear.

As to the use which an enemy occupying these anchorages might make of them to intercept the coasting navigation between Lake Pontchartrain and Mobile bay, it is evident that having no other refuge than these open and defenceless roads in the Gulf, whilst the Union would possess directly opposite to them the closed and well-defended harbors of Mobile and Pensacola, he could not maintain such a station for any length of time. By acting thus, he would shut himself in a kind of enclosure without means of retreat, where he might be blockaded by superior forces from Pensacola. In short, the neighborhood of these anchorages to the naval establishments of the Union on the Gulf of Mexico, and their distance from the nearest fortified harbors and establishments of an enemy, would render it impossible for him to occupy them for any length of time with impunity, and it is much more likely that he would not occupy them at all.

All which is respectfully submitted.

BERNARD, *Brigadier General of the Board of Engineers.*

To the Hon. the SECRETARY OF WAR.

* The $115 which every sailor costs, during six months, to the Government, are calculated on the present expenses of the naval establishment in time of peace. It is needless to observe that they would cost much more in time of war.

17th Congress.] No. 224. [1st Session.

CLAIM TO THE LAND ON WHICH FORT DELAWARE IS ERECTED.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, MARCH 29, 1822.

To the House of Representatives: WASHINGTON, *March* 27, 1822.

In compliance with a resolution of the House of Representatives of the 1st instant, requesting "the President to communicate such information as he may possess relative to any private claim against the piece of land in the Delaware river, known by the name of the Pea Patch, and to state if any, and what, process has been instituted in behalf of such claim," I herewith transmit a report from the Secretary of War furnishing the information required.

JAMES MONROE.

SIR: DEPARTMENT OF WAR, *March* 18, 1822.

The Secretary of War, to whom has been referred the resolution of the House of Representatives of the 1st instant, requesting "the President to communicate such information as he may possess relative to any private claim against the piece of land in the Delaware river known by the name of the Pea Patch, and to state if any, and what, process has been instituted in behalf of such claim," has the honor to report that a claim to the Pea Patch has been set up by Doctor Henry Gale, of Bordentown, New Jersey, and that a civil action in relation to it is now pending in Salem county, New Jersey.

I transmit herewith a copy of a statement of the case made by Messrs. Rodney and Read, two of the counsel employed, and beg leave to refer to it as containing all other information on the subject in the possession of this Department.

All which is respectfully submitted.

JOHN C. CALHOUN.

To the PRESIDENT OF THE UNITED STATES.

CASE OF THE PEA PATCH.

The island called the Pea Patch is situate in the river Delaware, about six miles below Newcastle, and lies nearly equidistant from both shores. Its origin it is difficult to trace with certainty at this date.

Colonel McLane says he has known the place ever since the year 1756, when it was a shoal, only visible at low water. According to tradition, it arose from the accidental sinking of a shallop loaded with stone, and some peas, perhaps, in this spot, and thus forming the *nucleus* of a bar or bank, which has since reared its head above the tides, and increased to a considerable island.

Its situation and extent rendering it a most important position for the defence of the Delaware, the attention of a provident Government was drawn to this eligible spot. A title was procured for the United States from the State of Delaware, within whose known and acknowledged limits it was supposed to lie. Efficient and permanent works are erecting for defence in time of war. Large sums of public money have been judiciously expended, without the slightest notice of an adversary claim. The island has been completely secured by embankment from the highest tides, and the foundations laid of permanent fortifications, on a scale commensurate with the great object of repelling an invading foe, however formidable in numbers or force.

The island, having been thus rendered very valuable to the public, has excited the attention of private individuals, and is now claimed by Dr. Gale, who sets up a title to it by virtue of an alleged purchase from the heirs or representatives of Edward Hall and Clement Hall, who derived their right from the board or council of proprietors in New Jersey, and not from the State itself.

It may be necessary, in illustration of the subject, to take a brief retrospect of the settlements, conquests, and grants or charters of New York, New Jersey, and Delaware.

Passing rapidly by the discovery of Hudson, the early emigration of the Dutch or Swedes to the North river and the Delaware, with their lodgments in New York, New Jersey, and Delaware, and the disputes that arose between them in the latter quarters, where the Dutch finally prevailed, we will proceed to the original charter of Charles II. to his brother, the Duke of York, afterwards James II., and the conquest of all these countries, under his auspices, by the royal orders.

This grant bears date the 20th March, A. D. 1664, and is in the following terms: "Unto James, Duke of York, his heirs and assigns, all that part of the main land of New England, beginning at a certain place called or known by the name of St. Croix, near adjoining to New Scotland in America; and from thence extending along the sea-coast, unto a certain place called Pemaquie or Pemaquia, and so up the rivers thereof to the furthest head of the same as it tendeth northward; and extending from thence to the river Kimbequin, and so upwards by the shortest course to the river Canada northwards; and also all that island or islands commonly called by the several name or names of Matowack's or Long Island, situate and being towards the west of Cape Cod and the narrow Higansetts, abutting on the land between the two rivers, there called or known by the several names of Connecticut and Hudson's rivers; *together also with the said river called Hudson's river*, and all the *land* from the *west side* of Connecticut river to the *east side* of Delaware bay, together with the rivers, harbors, mines, minerals, quarries, woods, marshes, waters, lakes, fishings, hawkings, hunting and fowling, and all other royalties, profits, commodities, and hereditaments, to the said several islands, lands, and premises *belonging or appertaining*."

It was made in consequence of a determination by the British Government to expel the Dutch from this part of North America, of which they had taken possession.

England was aware of the consequences of permitting a Dutch colony to remain in the undisturbed occupation of territories so important to her, when considered in connexion with her other possessions in this quarter of the continent. She also claimed the right to them, because Hudson, who discovered them, was an English subject.

With this pretext, and these views of interest and policy, a fleet and army were despatched in the same year the patent was granted, to put the Duke of York in possession of the country, (under Sir Robert Carre and Colonel Richard Nichols,) before any formal declaration of war was made. They arrived in the North river the latter end of the year, and, taking the Dutch by surprise, New York fell an easy prey. The different posts and settlements on the

North river and the Delaware were soon conquered. Newcastle, with its territories, it must be particularly noticed, surrendered on the 1st of October, 1664, to the British forces embarked on board a squadron, detached from the fleet at New York; and thus complete possession was acquired of the country granted to the Duke of York, with its appurtenances or dependencies.

All these conquests were formally ceded to England by the treaty of peace concluded with Holland, at Breda, on the 10th July, 1667.

The Duke of York had, however, on the 23d and 24th days of June, 1664, by his deeds of lease and release, previously granted to Lord Berkely and Sir George Carteret, and their heirs and assigns, New Jersey, which was described in the said instrument in the following terms: "All that tract of land adjacent to New England, and lying and being to the westward of Long Island, and Manhatta's Island, and bounded on the east part by the main sea and part by Hudson's river, and hath upon *the west Delaware bay or river*, and extendeth southward to the main ocean as far as Cape May, at the mouth of Delaware bay; and then to the northward as far as the northernmost branch of the said bay or river Delaware, which is in 41° 40′ of latitude, and crosseth over thence in a straight line to Hudson's river in 41° of latitude; which said tract of land is hereafter to be called Nova Cesaria, or New Jersey."

War breaking out again between England and Holland, after numerous emigrants had settled in New Jersey under the Duke of York's title, all the country granted to him was once more subjected to Holland, and retroceded to England, by the treaty of peace between the two nations, signed at Westminster, on the 9th of February, 1674.

To prevent all disputes about the title of the first purchasers, in consequence of the reconquest of the Dutch, Charles II., on the 29th of June, 1674, by letters patent, regranted to the Duke of York all the countries included in his first patent; and the Duke of York the same year reconveyed New Jersey, then divided into East and West New Jersey, to the respective proprietors claiming under his former deeds.

It is unnecessary to detail the various subordinate divisions that subsequently occurred of the territory contained within the limits of New Jersey. But it is important to add, that, in the year 1702, in consequence of frequent disputes between the Crown and the proprietors, the latter executed a deed of surrender of all the powers of government to the former, which was accepted by Queen Anne.

In this deed the boundaries of New Jersey are recited according to the original grant, and confined to the "*east side* of Delaware bay."

Whatever portion of governmental authority or royal prerogative had been claimed by the proprietors was, by this instrument, relinquished and restored to the Crown, and became thenceforth an undisputed part of the *jus regium*, in these dominions, equally with any other portion of the British realms.

We make these remarks now to impress them on your mind, because of their application in the sequel.

The title of the lessor of the plaintiff is founded on an alleged survey, made under the authority of the board of proprietors, and not of the State of New Jersey, as we have before stated. Whether all the necessary requisites and usual forms for incepting and completing a title to lands belonging to them have been complied with, we cannot say; or whether any possession was ever taken of the premises claimed, we cannot, upon the facts before us, undertake to determine. Nor do we know whether, if possession were at any time had, the grantors were in the actual possession of the island when they made the conveyance to the present claimant. These matters may present important topics of discussion on the trial; but it appears to us, that, on his own showing, the claimant can have no title to the premises, and that this may be made the foundation of a new suit, after he has gone through his evidence and closed his testimony.

Every plaintiff in ejectment must exhibit a good and sufficient title, as he must recover by the strength of his own title, and not by the weakness of his adversary's, who, being in possession, has a title against all the world but the rightful owner. When a plaintiff fails in this respect, it furnishes a legal reason in a court of justice for a nonsuit. So when the defendant shows the title to be in a third person, the plaintiff will be non-suited.

A motion for this purpose, we apprehend, may be sustained on the following grounds, upon each of which the opinion of the court may be distinctly taken in this mode.

1st. That the proprietors of New Jersey, under whom the plaintiff claims, are, by the express and positive terms of the grant to them by the Duke of York, limited and confined to the *east side* of the Delaware bay or river, which they cannot exceed. And it is the peculiar province of the court to construe written instruments. The proprietors possess none but private rights; the State of New Jersey has succeeded to the sovereign rights surrendered to the Crown.

2d. Admitting, at this stage, that the right to "*all islands in the river Delaware, and the said rivers and soil thereof*," did not pass to William Penn, by the deeds of feoffment of the Duke of York, to him, of the three lower counties of New Castle, Kent, and Sussex, yet the title to this island, after the revolution, by the treaty of peace with England, became vested, according to principle and authority, either in the United States, or the individual States of Delaware or New Jersey, as the riparious possessors; New Jersey claiming as successor of the rights surrendered by the proprietors to the Crown.

The Delaware being a navigable water, all the islands formed in it belonged, previously to the revolution, to the Crown of England, unless it had granted away the bed of the river. This is the rule of the common law, which says, the right to the soil of all navigable rivers is in the King.

We have, fortunately, the opinions of the Attorney General, Robert Raymond, afterwards Lord Raymond, and of the Solicitor General, Sir Philip Yorke, afterwards Lord Hardwicke, on this very point, with respect to this same grant of New Jersey, and this identical river. In their opinion they declare, upon consideration of the charters of New Jersey, that "no part of Delaware river, or the islands lying therein, is comprised *within the granting words* of the said letters patent." But "they conceived the right to the same still remained in the Crown." This opinion was given to the Lords Commissioners of Trade and Plantations in 1721, and is to be found in Chalmers's Collection, vol. 1, 59.

Agreeably to this sound doctrine, either the United States, or the State of Delaware, or New Jersey, on the recognition of their independence, succeeded to the rights of the former sovereign, and the title of the King to this island vested in one of them. It is no matter which of them; for it would equally destroy the plaintiff's claim, and defeat his suit.

But, if the cause should be permitted to proceed, and the United States be required to show their right, we consider they can produce a perfectly valid title, when called on to disclose their testimony.

With such strong grounds of defence as we possess; we will not stop to discuss, in this paper, the question whether this ejectment be not a suit against the United States as much as if it were brought to recover possession of the Capitol in which Congress sit, or the house in which the President resides, at Washington; nor whether this suit, involving a question of boundary between independent States, materially affecting not only their territorial, but political rights, be proper for the determination of a court of justice. We merely glance at them now, because the points may be found to present serious objections to the exercise of the jurisdiction claimed; and the question of

jurisdiction is always open, at every stage of a cause. They may, therefore, with some others, be futurely dilated on, should the occasion require it. At present, we hasten to the principal ground of defence.

At this period of time, after the lapse of more than a century since the deeds of feoffment to William Penn, of the three lower counties of Newcastle, Kent, and Sussex, the right of the Duke of York to make such grants would seem to us not to admit of dispute. Within the fair construction of the terms of the extensive charter of Charles II. to him, conveying not only all the lands lying within the limits described, but "all the royalties and *hereditaments to the said lands and premises belonging and appertaining*," the possessions of the British in this quarter, simultaneously acquired by conquest, may be included. That they were in fact embraced, is well attested by all the acts and conduct of the Crown and its officers, as well as of the officers of the Duke of York; by the conquest and surrender of the territory; by the regulations for the government of it; and by the numerous grants of land within it; for these were obtained from the Governors of the Duke of York, at the capital, New York, until the deeds of feoffment and delivery of possession to William Penn. All these things are now matters of record or of history; and they abundantly prove that the Duke of York had the same title to the three lower counties as he had to his other possessions; that they formed one government; to use the language of the civilians, *unam constituunt civitatem.* This State, it may here be remarked, incidentally, has always exercised jurisdiction over the river Delaware, as the proprietary Government had also done previously to the revolution.

Whether any other charter was granted by Charles II. to the Duke of York, for the three lower counties, *eo nomine*, is perhaps scarcely worthy of minute investigation.

The late Chief Justice McKean, who was familiar with such affairs, in his "Calm Appeal" to the people of Delaware, written in 1791, on the subject of the proprietary claims, asserts that there was a patent issued specifically for the three lower counties.

In an opinion given in 1717, upon an application by the Earl of Sutherland for a charter for the three lower counties, it appears that a patent did pass the privy seal, but did not receive the great seal in consequence of the Duke of York having succeeded to the throne by the death of his brother Charles II. This opinion concludes that a charter for the territory could not legally be granted by the Crown, unless the King's title were previously established, in a formal manner, in the court of chancery, by due course of equity; which was never attempted. The report, of course, was unfavorable to the prayer of the Earl of Sutherland on this point; and it was drawn up by the Attorney General, Edward Nathey, and the Solicitor General, William Thompson. This document is to be also found in Chalmers's Opinions, vol. 1, 39.

That part of their report which says that they see no objection to the Crown's granting to the Earl of Sutherland its share of the rents which William Penn was to pay, according to the conditions of one of the deeds of feoffment to him by the Duke of York, is equally confirmatory of his title under them to the three lower counties.

But it ought to be remarked that any further patent for this territory could only have been intended *ex abundante cautelâ*, and by no means as necessary to complete the original transfer, or to give validity to the deeds of feoffment.

The great principle upon which Lord Hardwicke decided that the title of William Penn to Delaware was sufficient, under the deeds of feoffment by the Duke of York, appears to us to be conclusive of all dispute on this subject. This principle was determined and settled in the year 1750, in the celebrated case which arose between Kent and Baltimore, relative to the specific execution of certain articles of agreement for establishing a boundary or division line between Delaware and Maryland.

Lord Hardwicke on that occasion considered that whether another patent had or had not issued from Charles II. to the Duke of York for the three lower counties was immaterial, because, as the Duke of York had actually conveyed the same to William Penn by his deeds of feoffment, and had afterwards ascended the throne, when he became unquestionably entitled to the legal estate in them, he was to be deemed, when King, a royal trustee for William Penn, to whom he had previously granted the premises.

It is remarkable, that when this case first came before the court it was directed to stand over, in order that the Attorney General might be made a party to the bill to defend the rights and interests of the Crown. This was accordingly done; and at the hearing he interposed no difficulty on the part of the King. A specific execution was decreed by the court, and a permanent boundary established.

A report of this important case, on its first appearance, may be found in Hard. Ca. (by Ridgeway,) 332, *et seq.;* and on its final hearing, in 1 Ves. Rep. 444, *et seq.;* Bell's Supp't to Vesey's Reports, 194.

On either of these grounds it may be safely assumed, at this day, that the deeds of feoffment to William Penn conveyed a valid title to every thing contained within their limits, according to their plain and express terms.

If this position be correct, it is only necessary to recur for a moment, in reference to the ground in dispute, to the Duke of York's deed of feoffment, in 1682, to William Penn, of Newcastle and a twelve miles' circle, which expressly includes this island, in direct and explicit terms.

The language is, "All that town of Newcastle, otherwise called Delaware, and all that tract of land lying within the compass or circle of twelve miles about the same, situate, lying, and being on the river Delaware, in America, and all islands in the said river Delaware, and *the said river and soil thereof*, lying north of the southernmost part of the said circle of twelve miles about the said town."

No comment can be necessary on this text.

The title of William Penn, as royal proprietary, to all lands within the limits of Delaware, not granted to individuals, nor appropriated to the private use of the proprietary, became vested in this State by the revolution and acknowledgment of our independence.

This island was neither granted nor appropriated by the proprietary; and though a warrant was taken out, as it is understood by a respectable individual, under the State, yet that warrant was never executed. The Land Office has long since been closed, and the door shut. The title, then, to this island, in the year 1813, remained in the State; and the Legislature, by an act of Assembly passed in that year, vested it in the United States. They have been ever since in the actual possession of the island, and thus have acquired the "*juris et seisinæ conjunctio*," the union of which constitutes a complete and perfect title at law and in equity.

It becomes unnecessary to speak more particularly of the other deed of feoffment from the Duke of York to William Penn, for the territory lying south of that conveyed by the deed we have recited.

We had thought of considering whether any, and what, papers ought to be procured from England to be produced or given in evidence on the trial of the cause. But this subject, we agreed, on further reflection, it would be more safe and more delicate to leave in the able hands of our learned colleagues in New Jersey, who are conversant with the principles and rules of testimony in their own courts. In Delaware, the public documents we possess would be admitted in evidence by our courts.

C. A. RODNEY,
GEORGE READ, Jun.

17th Congress.] No. 225. [1st Session.

REDUCTION OF THE ARMY.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, APRIL 2, 1822.

Mr. Walworth, from the Committee on Military Affairs, which was instructed by a resolution of the 23d of December last to inquire and report "whether the army had been reduced according to the provisions of the act entitled 'An act to reduce and fix the military peace establishment of the United States,' passed the 2d of March, 1821," reported:

The particular cases to which the attention of the committee has been directed, in which it is alleged there has been a violation of the act of the last session, are the following: The transfer of officers to a different corps from that to which they belonged previous to the reduction; the appointment of the Paymaster General Towson, and of Lieutenant Colonel Fenwick, of the light artillery, as colonels of artillery; and the dismissal of Colonels Bissel and Smith, of the infantry, as supernumeraries; the provisional appointment of General Atkinson as adjutant general, and the subsequent appointment of Colonel Gadsden to the same office, in August last; the appointment of General Atkinson to be colonel, and Majors Bradford and Vose to be captains of infantry; and the dismissal of officers who were made supernumerary by such appointments.

In the reduction of the army under the law of the last session, the President appears to have been governed by the construction which had been given to the act of the 16th of March, 1802, under which the provisional army was disbanded, and to the act of the 3d of March, 1815, by which the army was reduced at the close of the late war. The 9th section of the act of 1802, the 5th section of the act of 1815, and the 12th section of the act of 1821, prescribe the manner of reducing the respective armies. Their provisions are substantially the same, and these several sections are nearly in the same words. By that construction given to the act of 1815, many valuable officers were disbanded, and many others were reduced from their former rank; yet your committee have not found that the correctness of that construction was ever doubted previous to the late organization of the army. The Army Register of 1815 was before Congress during the session which commenced in December of the same year, and a law was passed for organizing the staff therein provisionally retained, and which had not been provided for in the former law.

The manner in which the law of 1815 had been executed must have been known to most of the members of both Houses in the last Congress. It is, therefore, fairly to be presumed that the framers of the act of March last, when they copied into the same the 5th section of the law of 1815, expected that it would receive the same construction as it had formerly obtained.

Independently of arguments drawn from the practice under former laws, your committee are of opinion that the construction given by the President to the act of 1821 is the only reasonable one of which it is susceptible. The 12th section directs the President of the United States to cause to be arranged the officers, non-commissioned officers, artificers, musicians, and privates, of the several corps in the service of the United States, in such manner as to complete out of the same the force authorized by the act. The fair construction of this section is to authorize the President to organize the military peace establishment, designated in the act, from all the various materials of which the army was composed, and for this purpose to transfer from one corps to another. The corps of light artillery, and the rifle corps, are not, like the ordnance department, merged in a different corps, but are both abolished.

If the President were to fill the various offices in the several corps authorized by the act only from those who previously belonged to the same corps, all of those who belonged to the light artillery or rifle regiment would have been left out, and the country deprived of the services of many of its most valuable officers. The various general and staff officers of the former army, including the paymaster general, must also be considered a part of the several corps mentioned in the 12th section, out of which the new army was to be formed, and might, like the officers of the light artillery or rifle regiment, be transferred to or appointed in a different corps; and, in like manner, the staff officers authorized by the act might be filled by transfers from any other corps of the old army.

If the general and staff officers of the late army are not a corps within the meaning of the 12th section, it necessarily results that all the general and staff officers of the new establishment should have been taken from such as did belong to some corps of the former army. Such could never have been the intention of Congress.

The offices of colonel of artillery, to which Colonels Towson and Fenwick were appointed, and of adjutant general, to which General Atkinson was provisionally appointed, were new offices, created by the act of March last. Previous to that time the artillery was not organized into regiments, and had no grade of office therein higher than a lieutenant colonelcy. In the staff of the army there was an adjutant and inspector general residing at the seat of Government, and an adjutant general to each division. The adjutant general of the army authorized by the act of 1821 was intended to perform part of the duties which had been executed by the three others, but more particularly those which had been previously executed by the adjutant and inspector general. It has been objected that the paymaster general was not a member of the general staff of the army; that he was merely a civil officer, and, as such, was not embraced within the provisions of the law of the last session.

The office of paymaster was created under the act of the 8th of May, 1792, under which he received $60 per month, and the rations and forage of a major. By the act of 1802, fixing the military peace establishment, the paymaster of the army was to be taken from the line of commissioned officers, and subjected to the rules and articles of war. In 1814, a salary was substituted for the monthly pay, &c. By the act of the 24th of April, 1816, for organizing the general staff, the paymaster general is recognised as part of the general staff of the army, and subjected to martial law; and by the law of the last session a paymaster general is also provided for as one of the officers of the military peace establishment.

Your committee can, therefore, see no reasonable grounds for the opinion that the paymaster general did not belong to the army of United States.

The offices of colonel of artillery and adjutant general being original vacancies, it could not have been the intention of Congress to deprive the President of his constitutional right to fill those offices in such manner as he should think fit, subject to ratification or rejection by the Senate. Colonel Gadsden was appointed to the office of adjutant general long after the time prescribed for the reduction of the army, and when the office was vacant, in consequence of the non-acceptance of the same by General Atkinson. The committee, therefore, cannot believe there was any violation of law either in that appointment, or in filling the office of inspector general, made vacant thereby. The dismissal of the supernumerary officers was a matter of necessity, and expressly directed by the act. Whether

the President has discreetly exercised the power vested in him by the constitution, in making the selections for these or other offices in the army, is a subject belonging exclusively to the Senate.

It is but justice to the individuals selected to say your committee have heard no objection to the character or competency of either of the gentlemen whose right to the appointment has been questioned. They were all highly esteemed and meritorious officers; Colonels Fenwick and Towson had been brevetted for most distinguished services during the late war.

While the committee pay this just respect to officers retained in service, they wish not to detract from the merits of the many valuable officers who have been left out of the army, or reduced in rank.

The only inquiry to which the attention of the committee has been directed is, whether there has been a violation of law. Your committee are of opinion that the President had the constitutional right to leave out of service any officer of the army, and appoint another in his place. This construction of the constitution was distinctly adopted by the House of Representatives at the first session in 1789, by a very decisive vote, being in the proportion of five to three, and after a long and able discussion, in which Mr. Madison took a distinguished part. The late President Washington carried this construction into practical effect in the last year of his administration, by removing a distinguished individual from the office of minister to France, and the appointment of a successor during the recess of the Senate. Although this removal produced considerable excitement in the public mind, your committee have not been able to learn that its legality was ever doubted, or that the constitutional right of the President to remove from office has been questioned, since the discussion and decision above mentioned. This forms a conclusive answer to the objections to the appointments called razees, and the dismissal of officers of the grade to which others were reduced.

By the construction of the act given to it by the President, and which your committee believe correct, the intention of Congress is carried into effect, and the constitutional rights of the Executive and of the individuals concerned are left unimpaired.

Your committee are, therefore, of opinion that the army has been reduced according to the provisions of the act entitled "An act to reduce and fix the military peace establishment of the United States," passed the 2d day of March, 1821.

17th Congress.] No. 226. [1st Session.

MILITARY ACADEMY.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, APRIL 4, 1822, BY THE CHAIRMAN OF THE COMMITTEE ON MILITARY AFFAIRS.

SIR: DEPARTMENT OF WAR, *April* 2, 1822.

I present herewith a report of the chief engineer, furnishing the information required by a resolution of the House of Representatives of the 19th of February last, communicated with your letter of the 21st of the same month; and have the honor to be,

With great respect and consideration, sir, your obedient servant,

J. C. CALHOUN.

The Hon. W. EUSTIS, *Chairman of the Military Committee, H. R.*

SIR: ENGINEER DEPARTMENT, *March* 30, 1822.

In obedience to your instructions, I have the honor to submit the following statement, in answer to the several queries contained in the resolution of the House of Representatives, of the 19th ultimo, communicated by the honorable chairman of the Military Committee.

Before answering the inquiries of the resolution, I would respectfully beg leave to offer, by way of introduction, a short sketch of the history of the Military Academy, and of the corps of engineers, with which that institution is so intimately connected.

The Military Academy was established by the act of the 16th of March, 1802. Previously to that period an attempt was made to create a military school at West Point for the regiment of artillerists and engineers. A number of officers and men were collected from that regiment, and some endeavors were made to open a school of practice, but the want of a preparatory induction into the arts and sciences which form the basis of such an establishment rendered it difficult for the officers to impart the necessary instruction, and, consequently, the school progressed slowly, and with little success.

It was also soon discovered that the regiment of artillerists and engineers could not combine with effect the two duties assigned to its members; and the act which constituted the Military Academy separated them into two distinct corps.

The officers of the corps of engineers, in the first instance, constituted the Military Academy. The captains acted as professors of the several branches of the arts and sciences necessary to be taught, and instructed the lieutenants and cadets of the artillery and engineers. By the act of the 28th of February, 1803, one teacher of the French language and one teacher of drawing were added to the institution; also, one artificer and eighteen men, to aid in making practical experiments. The number of cadets then authorized was ten for the engineers, and forty for the artillery; but this number was seldom complete. The whole establishment was under the immediate superintendence of the commandant of the corps of engineers, or, in his absence, the next in rank in that corps.

The law which created the Military Academy authorized the President to make such promotions in the corps of engineers, when he should deem it proper, with a view to particular merit, and without regard to rank, as not to exceed one colonel, one lieutenant colonel, two majors, four captains, four first and four second lieutenants, and so that the whole number of the corps should at no time exceed twenty officers and cadets.

The act of the 12th of April, 1808, for raising, for a limited time, an additional military force, authorized the appointment of twenty cadets for the light artillery, one hundred for the infantry, sixteen for the cavalry, and twenty

for the riflemen; but very few, if any, of the cadets thus authorized were appointed. To send them to their regiments without instruction was deemed useless; and to order them to West Point could not have been done with propriety, without making suitable provision for the reception and instruction of so great a number.

About this period the officers of engineers were engaged in the construction of works for the defence of the seaboard. A proper military education being considered a matter of the utmost importance, and the only sure means of laying the foundation of a competent and well informed corps of officers, the National Legislature passed an act making further provision for the corps of engineers and the Military Academy, the 29th of April, 1812, by which act the corps of engineers was augmented two captains, two first and two second lieutenants, four sergeants, four corporals, one teacher of music, four musicians, nineteen artificers, and sixty-two men; which non-commissioned officers, musicians, artificers, and men, together with the one artificer and eighteen men previously authorized, were formed into a company, and styled the company of bombardiers, sappers, and miners, and commanded by the officers of engineers.

The following professorships were added to the Military Academy by the same law, viz: one professor of natural and experimental philosophy, with one assistant; one professor of mathematics, with one assistant; one professor of the art of engineering, with one assistant. The assistant professors were to be taken from the most prominent characters of the officers and cadets. The same law provides that the cadets previously appointed, whether of artillery, cavalry, infantry, or riflemen, or that might be appointed in future, should at no time exceed two hundred and fifty; that they might be attached, at the discretion of the President of the United States, as students to the Military Academy, and be subject to the established regulations thereof; that they should be formed into companies for military instruction; and that the said corps of cadets should be trained and taught all the duties of a private, non-commissioned officer, and officer; be encamped at least three months of each year, and taught all the duties incident to a regular camp; that the candidates for cadets be not under the age of fourteen, nor above the age of twenty-one years; that each cadet, previously to his appointment by the President of the United States, should be versed in reading, writing, and arithmetic, and that he shall sign articles, with the consent of his parent or guardian, by which he shall engage to serve five years, unless sooner discharged; that when any cadet shall receive a regular degree from the academic staff, after going through all the classes, he shall be considered as among the candidates for a commission in any corps, according to the duties he may be adjudged competent to perform; and in case there shall not at the time be a vacancy in such corps, he may be attached thereto, at the discretion of the President of the United States, by brevet of the lowest grade, as a supernumerary officer, until a vacancy shall happen, provided there shall not be more than one supernumerary officer to any one company at the same time.

The Military Academy may be considered as having been in its infancy until about the close of 1817, or beginning of 1818, prior to which there was but little system or regularity. Cadets were admitted without examination, and without the least regard to their age or qualifications, as required by the law of 1812. Hence the institution was filled with students who were more or less unfit for their situations. It is not surprising, therefore, that a large portion of them have been under the necessity of leaving the academy without completing their education. In support of these statements it may be observed, that in 1817, at which time the present superintendent took charge of the academy, there were 213 cadets, of whom 103 have resigned or been discharged, whose names will be found on the list marked A; of the 179 on that list, 122 left the academy in consequence of being deficient in their studies, and nine were dismissed or compelled to resign in consequence of bad conduct. None of the others can be considered as a loss to the academy, or to the public service.

The institution being now in successful operation, the most favorable results may in future be anticipated from it. Of the number of cadets now at the academy, it is probable that two-thirds will be graduated and become candidates for commissions. The average number of cadets to be admitted hereafter may be estimated at seventy-five per annum, of whom about twenty will be rejected at the first semi-annual examination ensuing their admission on trial, and fifteen others will resign, or be otherwise separated from the academy, prior to the graduation of their class; so that the number of cadets who will be graduated each year may be estimated at forty. Hence the proportion of graduates to the whole number of cadets admitted upon trial may be estimated hereafter as 8 to 15, or as 1 to $1\frac{7}{8}$.

These results are derived from calculations made by the superintendent, and are founded upon the most certain data which can be obtained under the present operation of the system of education at West Point, and may be relied on as substantially correct. It may be proper to observe, that, of the whole number to be appointed to any one class, the principal diminution will take place at the end of the first six months; that, under the present regulations, those who are selected receive a conditional appointment only, which is confirmed on their passage of the probationary examination in January, the term commencing on the 1st of July preceding; and that one object of this regulation is, to procure an early decision on the qualifications of the persons appointed, both in respect to intellect and character, and that those only shall be educated who afford the promise of completing their education with success; so that the public, as far as possible, may avoid all unnecessary expense on those who might prove unworthy of the institution. Assuming, as a basis, the calculation of the superintendent above referred to of the number of those admitted on the probationary examination in January who would complete their education, the proportion of those graduated and joining the army to those passing that probationary examination would be as 8 to 11, or as 1 to $1\frac{3}{8}$.

I will now proceed to answer the inquiries in the order in which they stand, dissecting the resolution into several parts, with a view to present as distinctly and fully as practicable the information required on each point.

Query 1st. "A statement of the number of cadets educated at the Military Academy, who remained in the service of the United States five years?"

Answer. The number is two hundred and sixty-five.

Query 2d. "The number who have received commissions, and resigned, or been discharged from service before the expiration of five years?"

Answer. The number is sixteen.

Query 3d. "The number that have left the Military Academy without commissions, and the amount of money that has been paid each?"

Answer. The number that have left the Military Academy (between the year 1802 and the 1st of July, 1821,) is two hundred and eighty-two; and the amount paid to each since the 1st of September, 1817, will be seen by reference to the table marked A. The amount paid previously to that time cannot be ascertained. See answer to 4th query.

Query 4th. "The amount paid to cadets between the time of their appointment and that of their being mustered at the academy, and the time of leaving the academy and the time of receiving commissions and entering the service of the United States?"

Answer. No cadet, since 1816, has received pay between the time of his appointment and the time of joining the academy, or between the time of his leaving the academy and the time of receiving his commission. The pay-

rolls of an earlier date not having been preserved at the academy, no precise statements can be made prior to that time. I have also made inquiry at the accounting offices, but it is considered impracticable to furnish such a statement. It may be observed, however, that, before 1816, cadets, in some particular cases, received pay before joining the Military Academy; but, as before said, the amount cannot be ascertained. There is no record to show that cadets received pay "between the time of leaving the academy and the time of receiving commissions." While serving in regiments as cadets, they received the pay to which they were entitled by law.

Query 5th. "The number educated at the academy, who were in the service during the late war?"

Answer. The paper marked B exhibits the number, (106,) the names, the rank during the war, their present rank, and also the names of those who have died in the service, or been killed during the late war.

Query 6th. "The expense of maintaining the officers and instructors of the academy, each year since 1802?"

Answer. Is shown in the statement marked C.

Query 7. "The expense of ammunition which has been furnished for the use of the academy?"

Answer. The quantity of ammunition furnished for the use of the Military Academy cannot be precisely ascertained; it may, however, be estimated at four barrels of powder per year, and a few shot; the greater part of which had been condemned as unfit for service.

Query 8. "The soldiers who have been stationed at the academy for the assistance of the officers and cadets since its establishment?"

Answer. By an act of 16th March, 1802, eighteen men and one artificer were attached to the corps of engineers, and were stationed at West Point, until they were incorporated with the company of bombardiers, sappers, and miners, raised in pursuance of an act of Congress passed 29th of April, 1812. This company, as soon as it was organized, was marched to the frontiers, where it assisted in the defence of Fort Erie, and in other operations of the campaign. After the close of the war it was stationed at West Point, for the purpose of protecting the magazines, stores, and other public property at that post. It was also employed in making various local improvements, and assisted in erecting the buildings of the academy, by which considerable expense has been saved to the Government.

Although these men were serviceable in many respects to the academy, not a soldier has been employed (certainly since 1816) in the personal service, or for the private convenience of any officer or cadet of the institution.

Query 9. "The number of cadets educated at the academy since its establishment, distinguishing those who are the sons of officers and soldiers who have fallen in the defence of their country, or died in its service?"

Answer. The number of cadets who have been educated at the academy is two hundred and eighty-one. The number of cadets educated at the Military Academy, who were the sons of officers or soldiers who have fallen in defence of their country, or died in its service, cannot be ascertained. Upon this last section of the resolution, I beg leave to refer you to a report upon the Military Academy, made by my predecessor, dated 8th of January, 1821.

All which is respectfully submitted.

ALEXANDER MACOMB,
Major General, Inspector of the Military Academy.

Hon. J. C. CALHOUN, *Secretary of War.*

A.

List of Cadets who have left the Military Academy without commissions, specifying the amount of money paid to each since the 1st of September, 1817.

No.	Names.	Time of leaving the academy.	Amount.	No.	Names.	Time of leaving the academy.	Amount.
1	Armistead, Wilson,	Dec. 31, 1817,	$112 80	37	Carrington, Wm. -	May 15, 1820,	$242 60
2	Antill, Alexander, -	Feb. 28, 1818,	168 40	38	Chalmers, H. -	May 31, 1821,	310 00
3	Alexander, E. B. -	March 31, 1818,	196 80	39	Dubois, Emanuel, -	March 31, 1818,	196 80
4	Ashton, Robert, -	Nov. 30, 1817,	84 40	40	Denny, John, -	Nov. 30, 1818,	84 40
5	Anderson, Marcus, -	Oct. 31, 1819,	338 00	41	Diven, James, -	Aug. 15, 1820,	327 85
6	Brewerton, George, -	Oct. 31, 1817,	56 40	42	Easton, J. C. -	Aug. 31, 1818,	338 00
7	Beall, Benjamin L. -	Aug. 31, 1818,	338 00	43	Easton, David, -	Aug. 31, 1818,	338 00
8	Berryman, John K.	April 30, 1818,	224 80	44	Edson, Alvin, -	March 31, 1819,	534 80
9	Bernard, Edward, -	March 31, 1818,	196 80	45	Eastland, N. P. -	July 31, 1820,	591 60
10	Bruff, Thomas O. -	Oct. 31, 1818,	394 00	46	Emmerson, Freeman,	March 10, 1819,	177 56
11	Bailey, Thomas I. -	Feb. 28, 1818,	168 40	47	Fairfax, W. C. -	Nov. 30, 1819,	760 40
12	Boardly, Wm. C. -	May 21, 1818,	244 03	48	Floyd, Charles. -	Sept. 13, 1817,	12 13
13	Ball, Catesby. -	Oct. 31, 1818,	394 40	49	Feltus, Edward. -	Sept. 30, 1819,	366 00
14	Blanco, Matthew, -	Feb. 28, 1818,	168 40	50	Fillebrown, Silas, -	Aug. 31, 1820,	676 40
15	Blanco, Lewis, -	Feb. 28, 1818,	168 40	51	Fales, John W. -	Oct. 31, 1819,	394 40
16	Brown, Wm. T. -	Oct. 31, 1818,	394 40	52	Fulton, Jefferson, -	Feb. 16, 1819,	156 34
17	Barrow, Alexander,	Jan. 31, 1818,	141 20	53	Fleming, N. H. -	Oct. 31, 1820,	113 20
18	Bourne, William T.	Sept. 30, 1819,	638 26	54	Gwynn, Thomas P.	Sept. 30, 1818,	366 00
19	Buswell, Hammond,	May 31, 1821,	929 60	55	Gibbs, George K. -	Nov. 15, 1818,	408 40
20	Bean, Jonathan L. -	Nov. 30, 1820,	760 80	56	German, S. -	Dec. 31, 1817,	112 80
21	Burke, Henry D. -	May 31, 1821,	929 60	57	Gardiner, Nathaniel,	Dec. 15, 1818,	98 14
22	Burley, I. R. -	Nov. 30, 1820,	426 40	58	Green, Farnifold, -	Oct. 31, 1819,	338 00
23	Borden, William H.	Feb. 28, 1821,	225 20	59	Gooding, Charles, -	Aug. 31, 1820,	395 20
24	Barklie, Thomas, -	May 31, 1821,	310 00	60	Hall, William G. -	Sept. 30, 1819,	704 00
25	Baker, Henry, -	April 30, 1818,	225 20	61	Hunter, Wm. G. -	April 15, 1819,	548 80
26	Brackenridge, I. -	Sept. 27, 1817,	25 20	62	Hunt, Robert, -	April 15, 1819,	548 80
27	Cooper, Granville, -	Aug. 31, 1818,	312 34	63	Holmes, Charles R.	Dec. 15, 1819,	774 14
28	Corben, Richard, -	Jan. 10, 1818,	121 96	64	Hobbs, Henry, -	July 31, 1820,	648 00
29	Cutts, Charles, -	Aug. 31, 1818,	338 00	65	Harding, Wm. H.	Oct. 31, 1820,	732 80
30	Craig, John S. -	Sept. 15, 1820,	1,028 00	66	Hunter, David, Sen.	Aug. 31, 1820,	676 40
31	Cross, Richard, -	May 15, 1819,	534 28	67	Harman, Thomas, -	Oct. 31, 1819,	394 40
32	Colter, Henry S. -	Oct. 15, 1820,	718 14	68	Hawley, Joel, -	Sept. 30, 1820,	366 40
33	Cathcart, G. L. -	Oct. 31, 1820,	732 80	69	Henry, Julian, -	April 30, 1820,	900 80
34	Clarey, E. D. -	Oct. 31, 1819,	394 40	70	Jamieson, T. I. -	Feb. 28, 1818,	168 40
35	Carlton, Henry, -	May 3, 1820,	564 94	71	Jones, Lucius, -	Aug. 31, 1818,	338 00
36	Chipley, W. L. -	Oct. 31, 1819,	394 40	72	Jones, J. C. -	Nov. 8, 1817,	63 86

LIST—Continued.

No.	Names.	Time of leaving the academy.	Amount.	No.	Names.	Time of leaving the academy.	Amount.
73	Johnston, F.	Oct. 31, 1818,	$394 40	127	Radcliff, Charles,	Aug. 15, 1820,	$999 54
74	James, Wm. H.	March 31, 1818,	196 80	128	Rowand, Robert,	Oct. 31, 1818,	394 40
75	Johnston, Nathaniel,	Feb. 21, 1818,	150 91	129	Ross, James,	Oct. 31, 1819,	394 40
76	James, John I.	Oct. 31, 1820,	732 80	130	Root, Edward E.,	May 31, 1821,	929 60
77	Irwin, Henry L.	Aug. 31, 1819,	338 00	131	Romayne, W.,	March 2, 1820,	39 50
78	Jones, Marcus A.	July 31, 1820,	648 00	132	Swift, George W.,	Dec. 31, 1817,	112 80
79	Kerr, Eli,	March 31, 1818,	196 80	133	Schwartze, John,	Dec. 31, 1817,	112 80
80	Karrick, George V.,	Feb. 28, 1818,	161 40	134	Stoddard, Elijah,	Oct. 31, 1818,	394 40
81	Kepple, John H.	May 15, 1818,	238 54	135	Symington, Thomas,	Dec. 31, 1817,	112 80
82	Kerr, William H.	Aug. 31, 1819,	676 00	136	Simmons, Charles,	Nov. 8, 1817,	63 86
83	Kennedy, Samuel,	May 15, 1819,	576 54	137	Stith, William,	April 30, 1817,	900 80
84	Loring, Nathaniel H.	Nov. 30, 1819,	760 40	138	Shaw, Charles B.,	June 30, 1820,	619 60
85	Lacey, Robert,	Aug. 31, 1818,	338 00	139	Snelling, Joseph,	May 31, 1821,	929 60
86	Long, A.	May 31, 1821,	929 20	140	Stickney, George,	Feb. 15, 1819,	155 77
87	Lowndes, Thomas,	Aug. 31, 1819,	676 00	141	Smyth, Constantine,	Aug. 31, 1819,	281 60
88	Lee, Charles L.	Oct. 31, 1819,	338 00	142	Stout, Nathan B.,	Oct. 28, 1820,	448 85
89	Lowry, John,	Oct. 31, 1820,	398 46	143	Scott, William I.,	Feb. 29, 1820,	506 80
90	Lithgow, Frederick,	June 30, 1820,	285 26	144	Tilghman, Thomas,	Aug. 31, 1818,	338 00
91	Marston, Ward,	Aug. 31, 1818,	235 21	145	Tallmadge, G. W.,	July 31, 1820,	985 60
92	Morton, Edmund,	May 15, 1819,	576 54	146	Taliaferro, M. G.,	March 15, 1821,	830 14
93	Maul, Benedict,	Nov. 8, 1817,	63 86	147	Taylor, George,	Oct. 15, 1820,	718 14
94	Malhallan, Daniel,	Feb. 10, 1818,	150 91	148	Thompson, Edward,	Feb. 29, 1820,	506 80
95	McClellan, Wm. B.	Feb. 3, 1819,	482 11	149	Tyler, Henry B.	Aug. 31, 1820,	676 40
96	Miller, R. D.	Oct. 10, 1817,	37 16	150	Trezevant, Peter,	Oct. 31, 1820,	458 13
97	Marshall, Charles,	Nov. 18, 1817,	73 20	151	Tilton, Edward G.	Oct. 31, 1820,	458 13
98	Mead, Henry S.	Aug. 31, 1818,	338 00	152	Tennison, George,	Feb. 28, 1821,	225 20
99	Myers, Jefferson,	Sept. 30, 1820,	1,042 00	153	Taliaferro, C. H.,	Dec. 5, 1817,	88 98
100	McCormick, Pollard,	Sept. 15, 1820,	690 40	154	Tyler, N.,	Sept. 25, 1820,	699 73
101	McCartney, John,	March 31, 1821,	598 53	155	Vanderberg, Wm.	Oct. 7, 1817,	34 92
102	Moore, John,	June 15, 1821,	662 40	156	Van Wyck, W. H.,	March 31, 1818,	196 80
103	McCall, I. S.	Oct. 15, 1819,	84 79	157	Vallian, Ming,	Nov. 8, 1817,	63 86
104	Maury, A. P.	March 31, 1821,	253 60	158	Vining, Charles R.,	Nov. 30, 1819,	760 40
105	McLean, G. W.	March 2, 1820,	508 63	159	Webb, Bloomfield,	Dec. 31, 1817,	112 80
106	Nicholson, Edward,	Oct. 31, 1819,	732 40	160	Weed, Wm. B.,	Aug. 31, 1818,	338 00
107	Newton, I. F.	Oct. 29, 1817,	54 56	161	Wright, Robert,	June 30, 1818,	256 80
108	Nixon, Richard,	Nov. 8, 1817,	63 86	162	Worthington, James,	June 30, 1819,	619 20
109	Oakley, Wm. I.	Oct. 31, 1818,	394 40	163	Wooley, Aaron K.,	May 3, 1820,	903 54
110	O'Neal, Wm.	April 1, 1818,	196 80	164	Wolcott, Oliver,	Dec. 21, 1818,	112 80
111	O'Neal, R.	Nov. 19, 1817,	84 13	165	Watkins, George S.,	Nov. 30, 1817,	84 40
112	Partridge, Milton,	Oct. 18, 1817,	44 42	166	Wells, E. C.,	Oct. 31, 1818,	394 40
113	Pleasonton, I. R.	Oct. 7, 1817,	34 41	167	Wilkins, James A.,	March 2, 1820,	850 13
114	Payn, John,	Nov. 30, 1817,	84 40	168	Wright, Thomas,	April 15, 1819,	548 80
115	Pinkney, E.	March 31, 1818,	196 80	169	Waties, Wilson G.,	Sept. 27, 1820,	758 66
116	Person, Benj. E.	Aug. 31, 1819,	338 00	170	Wood, James,	Sept. 30, 1820,	766 00
117	Peers, Edward I.	Oct. 31, 1819,	394 40	171	Wolcott, John S.,	Aug. 31, 1820,	676 40
118	Pearson, R.	May 31, 1820,	256 86	172	Whetton, William,	March 31, 1819,	196 80
119	Porter, A. W.	March 31, 1821,	253 60	173	Wade, George,	Nov. 30, 1820,	760 80
120	Revardie, Lewis,	Aug. 31, 1818,	338 00	174	Watts, John P.,	Oct. 31, 1819,	338 00
121	Rodney, Thomas,	Feb. 3, 1819,	482 11	175	Washington, R. B.	May 15, 1820,	242 60
122	Ruden, Jackus,	Nov. 15, 1818,	408 40	176	Washington, Fairfax,	May 3, 1820,	231 60
123	Ragland, Thomas,	Nov. 30, 1819,	760 40	177	Wall, Walter,	Dec. 15, 1819,	98 14
124	Ramsay, Andrew,	Nov. 7, 1817,	62 93	178	Warne, William,	April 30, 1820,	288 86
125	Risley, David,	Aug. 31, 1818,	338 00	179	Williams, James A.	Nov. 7, 1817,	62 81
126	Robinson, P.,	April 14, 1818,	209 86				
							$70,251 92

B.

List of officers educated at the Military Academy who were in service during the late war.

No.	Names.	Rank during the war.	Present rank.	Remarks.
1	Alexander Macomb,	Major general,	Maj. gen. chief engineer.	
2	Joseph G. Swift,	Brig. general engineers,	- - -	Resigned, 1818.
3	W. K. Armistead,	Lieut. colonel engineers,	Colonel 3d artillery.	
4	Hannibal Allen,	Captain artillery,	- - -	Died in service, 1813.
5	George Bomford,	Lieut. col. brevet engineers,	Lieut. col. 1st artillery,	On ordnance duty.
6	William M'Ree,	Brevet colonel engineers,	- - -	Resigned, 1819.
7	Joseph G. Totten,	Brevet lieut. col. engineers,	Brevet lieut. col. eng.	
8	William Gates,	Captain artillery,	Captain artillery.	
9	James Proveaux,	First lieutenant artillery,	- - -	Died in service, 1814.
10	J. F. Heileman,	Captain artillery,	Captain artillery.	
11	Charles Gratiot,	Captain engineers,	Lieut. colonel engineers.	
12	E. D. Wood,	Brevet lieut. col. engineers,	- - -	Killed sortie F. Erie, 1814.
13	A. Partridge,	Captain engineers,	- - -	Resigned, 1818.
14	William Partridge,	Captain engineers,	- - -	Died a prisoner of war at Detroit.
15	P. Willard,	Captain engineers,	- - -	Died in service, 1814, in Carolina.

LIST—Continued.

No.	Names.	Rank during the war.	Present rank.	Remarks.
16	Thomas Bennett,	Captain artillery,	- - -	Died in service, 1818.
17	Ethan A. Allen,	Captain artillery,	- - -	Disbanded, 1821.
18	Robert Lucas,	Major 22d infantry,	- - -	Died in service, 1813, at French Mills.
19	Satterlee Clark,	First lieut. art. and paymast.	Paymaster.	
20	Justus Post,	First lieut. art. col. q. m. d.	- - -	Disbanded, 1815.
21	John Anderson,	Major topog. engineers,	Major top. engineers.	
22	Samuel Champlin,	First lieut. art. maj. q. m. d.	- - -	Resigned, 1816.
23	D. A. Buck,	Captain 31st infantry,	- - -	Disbanded, 1815.
24	Samuel Babcock,	Captain engineers,	Major engineers.	
25	S. Thayer,	Captain engineers,	Brevet maj. engineers,	Sup't Military Academy.
26	S. B. Rathbone,	First lieutenant artillery,	- - -	Killed at Queenstown Heights, 1812.
27	James Gibson,	Colonel 4th rifle,	- - -	Killed at sortie Fort Erie.
28	H. A. Fay,	Lieutenant artillery,	Military storekeeper.	
29	A. G. Burton,	Major 33d infantry,	- - -	Disbanded, 1815.
30	Milo Mason,	First lieutenant artillery,	Captain artillery,	Major in quartermas. dep. during Seminole war.
31	George P. Peters,	Capt. 4th inf. & ass. ins. gen.	- - -	Died in service, 1819.
32	Luther Leonard,	Captain light artillery,	- - -	Disbanded, 1821.
33	C. Vandeventer,	First lieut. art. maj. q. m. d.	Chief clerk War Dep't.	
34	S. Conkling,	Second lieutenant artillery,	- - -	Died in service.
35	A. L. Sands,	First lieutenant artillery,	Captain 4th infantry.	
36	A. J. Williams,	Captain artillery,	- - -	Killed at Fort Erie, 1814.
37	T. J. Beall,	Captain 4th rifle,	Captain 2d infantry.	
38	J. Dalliba,	Captain ordnance,	Capt. artillery, maj. brev.	
39	Gus. Loomis,	First lieutenant artillery,	Captain 1st infantry.	
40	Ezra Smith,	First lieut. art. capt. q. m. d.	- - -	Disbanded, 1815.
41	R. Ashley,	First lieutenant artillery,	- - -	Resigned, 1818.
42	M. P. Boisaubin,	First lieut. light artillery,	- - -	Died in service F. George.
43	A. Larrabee,	Captain light artillery,	- - -	Disbanded, 1815.
44	H. A. Hobart,	First lieutenant artillery,	- - -	Killed battle Fort George.
45	Thomas Ketchum,	Captain light artillery,	- - -	Disbanded, 1815.
46	J. D. Cobb,	First lieutenant artillery.		
47	Armstrong Irvine,	Captain 4th rifle,	- - -	Died in service.
48	Hippolite Villard,	Captain 2d infantry,	- - -	Resigned, 1816.
49	O. Marsh,	Lieutenant 1st infantry,	- - -	Disbanded, 1815.
50	George Rouan,	Lieutenant infantry,	- - -	Killed at Chicago.
51	John Bliss,	Lieutenant artillery,	- - -	Disbanded, 1815.
52	H. Burchstead,	Lieutenant 2d infantry,	- - -	Killed at Fort Mimms.
53	G. W. Hight,	First lieut. light artillery,	- - -	Resigned, 1815.
54	John S. Brush,	Lieutenant light artillery.		
55	N. W. Osgood,	Second lieutenant artillery,	- - -	Died in service in Carolina.
56	John R. Bell,	Captain light art. and insp.	Captain 4th artillery.	
57	F. B. Murdock,	First lieut. light artillery,	- - -	Disbanded, 1814.
58	George Templeman,	Lieutenant light artillery.		
59	T. B. Randolph,	Lieutenant light artillery.		
60	W. F. Hobart,	First lieut. light artillery,	Captain 4th artillery.	
61	N. N. Sumpter,	Lieutenant light artillery.		
62	J. M. Wilcox,	First lieutenant 3d infantry,	- - -	Killed by the Indians.
63	George Morley,	First lieutenant 3d infantry,	- - -	Died at New Orleans.
64	Aug. Conant,	Lieutenant 6th infantry.		
65	Leonidas Buck,	Captain 6th infantry.		
66	Alex. Thompson,	Captain 6th infantry,	Captain 2d infantry.	
67	N. N. Smith,	First lieut. light artillery,	- - -	Killed, Chrystler's Field.
68	A. W. Fanning,	Captain artillery, brevet maj.	Brevet maj. 2d artillery.	
69	William Cutbush,	Captain engineers,	- - -	Resigned, 1816.
70	R. E. De Russy,	First lieut. eng. brevet capt.	Captain engineers.	
71	Frederick Lewis,	Lieutenant engineers,	Captain engineers.	
72	S. Mabson,	Captain 3d infantry.		
73	Asa Aikens,	Captain 31st infantry,	- - -	Disbanded, 1815.
74	E. Roberts,	Lieutenant artillery.		
75	John J. Abert,	On duty in War Office,	Major top. engineers.	
76	J. H. Hawley,	Lieutenant 31st infantry.		
77	George Trescott,	Second lieut. eng. brev. 1st lt.	- - -	Resigned.
78	John Wright,	Lieutenant engineers,	- - -	Resigned.
79	G. W. Gardiner,	Second lieutenant artillery,	First lieut. 2d artillery.	
80	C. S. Merchant,	Second lieutenant artillery,	First lieut. 1st artillery.	
81	N. G. Dana,	Second lieutenant artillery,	First lieut. 1st artillery.	
82	John Monroe,	Second lieutenant artillery,	First lieut. 4th artillery.	
83	J. S. Allanson,	Second lieutenant artillery,	- - -	Resigned, 1820.
84	H. W. Fitzhugh,	Second lieutenant artillery,	First lieut. 2d artillery.	
85	T. R. Broom,	Third lieut. light artillery,	- - -	Disbanded, 1821.
86	R. L. Armstrong,	Third lieut. light artillery,	First lieut. & adj. 2d art.	
87	L. G. De Russy,	Second lieutenant artillery,	First lieut. 3d artillery.	
88	Jackman Davis,	Second lieutenant artillery,	First lieut. 1st artillery.	
89	G. W. Gardiner,	Third lieut. light artillery,	- - -	Resigned, 1819.
90	S. A. Wetmore,	Second lieutenant artillery,	- - -	Resigned, 1816.
91	J. Badolet,	Third lieut. light artillery,	- - -	Resigned, 1817.
92	Thomas Childs,	Second lieutenant artillery,	First lieut. 3d artillery.	
93	R. S. A. Lane,	Third lieut. light artillery,	- - -	Resigned, 1819.
94	William Wells,	Second lieut. light artillery,	First lieut. 2d artillery.	
95	James Ripley,	Second lieutenant artillery,	First lieut. 4th artillery.	
96	Isaac E. Craig,	Second lieutenant artillery,	- - -	Died, 1819, in service.
97	E. Humphreys,	Second lieutenant artillery,	- - -	Disbanded, 1821.

LIST—Continued.

No.	Names.	Rank during the war.	Present rank.	Remarks.
98	H. Brunot, -	Second lieutenant infantry.		
99	Stephen Birdsall, -	Second lieutenant artillery.		
100	C. M. Thruston, -	Second lieutenant artillery,	First lieut. & adj. 3d art.	
101	W. L. Booth, -	Third lieut. light artillery,	First lieut. 4th artillery.	
102	T. J. Baird, -	Third lieut. light artillery,	First lieut. 3d artillery.	
103	Thomas Stephenson, -	Second lieutenant ordnance,	- - -	Resigned, 1820.
104	J. Parkhurst, -	Third lieut. light artillery,	- - -	Died in service, 1821.
105	Daniel Turner, -	Second lieutenant artillery,	- - -	Resigned, 1816.
106	John Armstrong, -	Second lieutenant artillery.		

C.

Statement of the expense of maintaining the officers and instructors of the United States Military Academy, each year since 1802.

Department.	Names.	Commencement and expiration. From	Commencement and expiration. To	Amount.	Total amount.
Mathematics for the year 1807	Professor Hasler, - - -	Feb. 14, 1807,	Dec. 31, 1807,	$739 50	$739 50
1808	Hasler, - - -	Jan. 1, 1808,	Dec. 31, 1808,	1,232 40	1,232 40
1809	Hasler, - - -	Jan. 1, 1809,	Dec. 31, 1809,	1,217 88	1,217 88
1810	Hasler, - - -	Jan. 1, 1810,	Feb. 14, 1810,	165 30	165 30
1813	Andrew Ellicott, - -	Sept. 1, 1813,	Dec. 31, 1813,	411 28	411 28
1814	Andrew Ellicott, - -	Jan. 1, 1814,	Dec. 31, 1814,	1,232 40	
	Lt. John Wright, act. ass. professor,	April 1, 1814,	Dec. 31, 1814,	135 00	1,367 40
1815	Professor Andrew Ellicott, - -	Jan. 1, 1815,	Dec. 31, 1815,	1,232 40	
	Lt. John Wright, act. ass. professor,	Jan. 1, 1815,	Dec. 31, 1815,	180 00	1,412 40
1816	Professor Andrew Ellicott, - -	Jan. 1, 1816,	Dec. 31, 1816,	1,232 40	
	Lt. John Wright, act. ass. professor,	Jan. 1, 1816,	Dec. 31, 1816,	165 00	
	Lt. Charles Davies, do. -	Jan. 1, 1816,	Dec. 31, 1816,	15 00	1,412 40
1817	Professor Andrew Ellicott, - -	Jan. 1, 1817,	Dec. 31, 1817,	1,232 40	
	Lt. Charles Davies, act. ass. professor,	Jan. 1, 1817,	Dec. 31, 1817,	180 00	1,412 40
1818	Professor Andrew Ellicott, - -	Jan. 1, 1818,	Dec. 31, 1818,	1,232 40	
	Charles Davies, assistant professor, -	Jan. 1, 1818,	Dec. 31, 1818,	868 40	
	Lt. S. S. Smith, act. ass. professor, -	Sept. 1, 1818,	Dec. 31, 1818,	60 00	
	Lt. Horace Webster, do. -	Sept. 1, 1818,	Dec. 31, 1818,	60 00	
	Cadet S. S. Smith, do. -	April 15, 1818,	June 30, 1818,	25 00	
	Lt. Horace Webster, do. -	April 15, 1818,	June 30, 1818,	25 00	
	Cadet Thomas Ragland, do. -	April 15, 1818,	Nov. 26, 1818,	73 66	
	Andrew Talcott, do. -	April 15, 1818,	June 30, 1818,	25 00	
	Wm. A. Eliason, do. -	Sept. 1, 1818,	Dec. 31, 1818,	40 00	
	A. K. Woolley, do. -	Sept. 1, 1818,	Dec. 31, 1818,	40 00	
	W. C. Fairfax, do. -	Sept. 29, 1818,	Nov. 26, 1818,	18 99	
	Wm. H. Bell, do. -	Nov. 27, 1818,	Dec. 31, 1818,	11 00	
	Joshua Baker, do. -	Nov. 27, 1818,	Dec. 31, 1818,	11 00	2,490 45
1819	Professor Andrew Ellicott, - -	Jan. 1, 1819,	Dec. 31, 1819,	1,232 40	
	Assistant Professor Charles Davies, -	Jan. 1, 1819,	Dec. 31, 1819,	868 40	
	Lt. S. S. Smith, act. ass. professor, -	Jan. 1, 1819,	Dec. 31, 1819,	180 00	
	Lt. Horace Webster, do. -	Jan. 1, 1819,	Dec. 31, 1819,	180 00	
	Cadet A. K. Woolley, do. -	Jan. 1, 1819,	Nov. 20, 1819,	106 66	
	Wm. A. Eliason, do. -	Jan. 1, 1819,	June 30, 1819,	60 00	
	Wm. H. Bell, do. -	Jan. 1, 1819,	Dec. 31, 1819,	120 00	
	Joshua Baker, do. -	Jan. 1, 1819,	Feb. 20, 1819,	17 14	
	John C. Holland, do. -	Sept. 1, 1819,	Dec. 31, 1819,	40 00	
	Thomas E. Sudler, do. -	Feb. 28, 1819,	Dec. 31, 1819,	100 00	
	Wm. W. Wells, do. -	Sept. 1, 1819,	Dec. 31, 1819,	40 00	
	Stephen Tuttle, do. -	Nov. 20, 1819,	Dec. 31, 1819,	13 33	2,957 93
1820	Professor Andrew Ellicott, - -	Jan. 1, 1820,	Aug. 29, 1820,	809 54	
	D. B. Douglass, - -	Aug. 29, 1820,	Dec. 31, 1820,	444 68	
	Assistant Professor Charles Davies, -	Jan. 1, 1820,	Dec. 31, 1820,	869 20	
	Lt. S. S. Smith, acting ass. professor,	Jan. 1, 1820,	Dec. 31, 1820,	175 00	
	Lt. Horace Webster, do. -	Jan. 1, 1820,	Dec. 31, 1820,	135 83	
	Lt. Wm. H. Bell, do. -	July 31, 1820,	Dec. 31, 1820,	75 00	
	Lt. T. E. Sudler, do. -	July 31, 1820,	Dec. 31, 1820,	75 00	
	Cadet Wm. H. Bell, do. -	Jan. 1, 1820,	June 30, 1820,	60 00	
	Thomas E. Sudler, do. -	Jan. 1, 1820,	Jan. 18, 1820,	5 80	
	Stephen Tuttle, do. -	Jan. 1, 1820,	June 30, 1820,	60 00	
	John C. Holland, do. -	Jan. 1, 1820,	March 1, 1820,	20 00	
	Wm. W. Wells, do. -	Jan. 1, 1820,	Aug. 31, 1820,	80 00	
	David Wallace, do. -	Jan. 18, 1820,	Dec. 31, 1820,	114 19	
	Clark Burdine, do. -	March 1, 1820,	Dec. 31, 1820,	100 00	
	Ed. C. Ross, do. -	Sept. 1, 1820,	Dec. 31, 1820,	40 00	3,064 24
1821	Professor D. B. Douglass, - -	Jan. 1, 1821,	Dec. 31, 1821,	1,431 77	
	Assistant Professor Charles Davies, -	Jan. 1, 1821,	Oct. 31, 1821,	723 40	
	Lt. S. S. Smith, acting ass. professor,	Oct. 1, 1821,	Dec. 31, 1821,	30 00	
	Lt. Horace Webster, do. -	Jan. 1, 1821,	Oct. 31, 1821,	100 00	
	Lt. Wm. H. Bell, do. -	Jan. 1, 1821,	Oct. 31, 1821,	150 00	

STATEMENT—Continued.

Department.		Names.	Commencement and expiration. From	Commencement and expiration. To	Amount.	Total amount.
Mathematics for the year 1821		Lt. Thomas E. Sudler, act'g ass. prof.	Jan. 1, 1821	May 31, 1821	$75 00	
		Lt. Edward C. Ross, do -	July 23, 1821	Oct. 31, 1821	48 37	
		Cadet Clark Burdine, do -	Jan. 1, 1821	Feb. 9, 1821	13 21	
		David Wallace, do -	Jan. 1, 1821	Feb. 9, 1821	13 21	
		Edward C. Ross, do -	Jan. 1, 1821	June 30, 1821	60 00	
		T. R. Ingalls, do -	Feb. 9, 1821	Aug. 31, 1821	66 78	
		W. T. Washington, do -	Feb. 9, 1821	Aug. 31, 1821	66 78	
		Alfred Mordecai, do -	Sept. 1, 1821	Dec. 31, 1821	40 00	
		Reuben Holmes, do -	Sept. 1, 1821	Dec. 31, 1821	40 00	
		Dennis H. Mahan, do -	Nov. 20, 1821	Dec. 31, 1821	13 33	$2,871 85
Philosophy,	1812	Professor Jared Mansfield, -	Oct. 7, 1812	Dec. 31, 1812	261 99	261 99
	1813	Jared Mansfield, -	Jan. 1, 1813	Dec. 31, 1813	1,425 60	1,425 60
	1814	Jared Mansfield, -	Jan. 1, 1814	Dec. 31, 1814	1,425 60	1,425 60
	1815	Jared Mansfield, -	Jan. 1, 1815	Dec. 31, 1815	1,425 60	1,425 60
	1816	Jared Mansfield, -	Jan. 1, 1816	Dec. 31, 1816	1,425 60	1,425 60
	1817	Jared Mansfield, -	Jan. 1, 1817	Dec. 31, 1817	1,425 60	1,425 60
	1818	Jared Mansfield, -	Jan. 1, 1818	Dec. 31, 1818	1,425 60	1,425 60
	1819	Jared Mansfield, -	Jan. 1, 1819	Dec. 31, 1819	1,521 40	
		Lt. J. Baker, act'g assistant professor,	Aug. 27, 1819	Dec. 31, 1819	62 41	1,583 81
	1820	Professor Jared Mansfield, -	Jan. 1, 1820	Dec. 31, 1820	1,615 08	
		Lt. J. Baker, act'g ass't professor,	Jan. 1, 1820	June 30, 1820	90 00	
		Lt. Stephen Tuttle, do -	July 1, 1820	Dec. 31, 1820	90 00	
		Cadet Wm. W. Wells, do -	Sept. 1, 1820	Dec. 31, 1820	40 00	1,835 08
	1821	Professor Jared Mansfield, -	Jan. 1, 1821	Dec. 31, 1821	1,704 78	
		Lt. E. H. Courtenay, act'g ass. prof.	July 23, 1821	Oct. 31, 1821	48 87	
		Ass't professor Charles Davies, -	Oct. 1, 1821	Dec. 31, 1821	143 80	
		Lt. Stephen Tuttle, - -	Jan. 1, 1821	Aug. 31, 1821	120 00	
		Cadet Wm. W. Wells, - -	Jan. 1, 1821	Feb. 9, 1821	13 21	
		Clark Burdine, - -	Feb. 9, 1821	June 30, 1821	46 78	
		Thomas R. Ingalls, - -	Sept. 1, 1821	Dec. 31, 1821	40 00	2,117 44
Engineer'g,	1813	Capt. A. Partridge, - -	Sept. 1, 1813	Dec. 31, 1813	64 00	64 00
	1814	A. Partridge, - -	Jan. 1, 1814	Dec. 31, 1814	363 20	363 20
	1815	A. Partridge, - -	Jan. 1, 1815	Dec. 31, 1815	363 20	
		Lt. Eveleth, act'g ass't professor -	Jan. 1, 1815	Dec. 31, 1815	180 00	543 20
	1816	Capt. A. Partridge, - -	Jan. 1, 1816	Dec. 31, 1816	363 20	
		Lt. Eveleth, act'g ass't professor, -	Jan. 1, 1816	Sept. 20, 1816	130 00	
		Ass't professor Claude Crozet, -	Sept. 20, 1816	Dec. 31, 1816	239 92	733 12
	1817	Professor Claude Crozet, - -	Jan. 1, 1817	Dec. 31, 1817	1,232 40	
		Lt. C. M. Eakin, act'g ass't prof. -	Sept. 8, 1817	Dec. 31, 1817	49 00	1,281 40
	1818	Professor Claude Crozet, - -	Jan. 1, 1818	Dec. 31, 1818	1,328 40	
		Lt. C. M. Eakin, act'g ass't prof. -	Jan. 1, 1818	Dec. 31, 1818	180 00	1,508 40
	1819	Professor Claude Crozet, - -	Jan. 1, 1819	Dec. 31, 1819	1,520 40	
		Lt. C. M. Eakin, act'g ass't prof. -	Jan. 1, 1819	Dec. 31, 1819	180 00	1,700 40
	1820	Professor Claude Crozet, - -	Jan. 1, 1820	Dec. 31, 1820	1,520 40	
		Lt. C. M. Eakin, act'g ass't professor,	Jan. 1, 1820	July 31, 1820	79 52	
		Lt. Henry Brewerton, do -	Sept. 1, 1820	Dec. 31, 1820	60 00	1,659 92
	1821	Professor Claude Crozet, - -	Jan. 1, 1821	Dec. 31, 1821	1,520 40	
		Lt. H. Brewerton, act'g ass't prof. -	Jan. 1, 1821	Aug. 31, 1821	120 00	
		Lt. Charles Dimmick, do -	July 23, 1821	Oct. 31, 1821	48 37	
		Lt. Jonathan Prescott, do -	Aug. 31, 1821	Dec. 31, 1821	60 00	1,748 77
French,	1803	Teacher D. Masson, - -	July 12, 1803	Dec. 31, 1803	312 26	312 26
	1804	D. Masson, - -	Jan. 1, 1804	Dec. 31, 1804	666 15	666 15
	1805	D. Masson, - -	Jan. 1, 1805	Dec. 31, 1805	666 15	666 15
	1806	D. Masson, - -	Jan. 1, 1806	Dec. 31, 1806	666 15	666 15
	1807	D. Masson, - -	Jan. 1, 1807	Dec. 31, 1807	666 15	666 15
	1808	D. Masson, - -	Jan. 1, 1808	Dec. 31, 1808	869 20	869 20
	1809	D. Masson, - -	Jan. 1, 1809	Dec. 31, 1809	868 40	868 40
	1810	D. Masson, - -	Jan. 1, 1810	Dec. 31, 1810	868 40	868 40
	1811	D. Masson, - -	Jan. 1, 1811	Dec. 31, 1811	868 40	868 40
	1812	D. Masson, - -	Jan. 1, 1812	Dec. 31, 1812	869 20	869 20
	1813	D. Masson, - -	Jan. 1, 1813	Dec. 31, 1813	868 40	868 40
	1814	D. Masson, - -	Jan. 1, 1814	Jan. 3, 1815	875 45	875 45
	1815	Claudius Berard, -	Jan. 3, 1815	Dec. 31, 1815	800 89	800 89
	1816	Claudius Berard, -	Jan. 1, 1816	Dec. 31, 1816	868 40	868 40
	1817	Claudius Berard, -	Jan. 1, 1817	Dec. 31, 1817	868 40	868 40
	1818	Claudius Berard, -	Jan. 1, 1818	Dec. 31, 1818	868 40	
		Jos. Du Commun, - -	March 1, 1818	Dec. 31, 1818	724 00	
		Cadet S. Tuttle, act'g ass't prof. -	Dec. 15, 1818	Dec. 31, 1818	5 16	1,597 56
	1819	Teacher C. Berard, - - -	Jan. 1, 1819	Dec. 31, 1819	868 40	
		Jos. Du Commun, - -	Jan. 1, 1819	Dec. 31, 1819	868 40	
		Cadet S. Tuttle, - - -	Jan. 1, 1819	June 30, 1819	60 00	
		J. A. Lagnel, - -	Sept. 1, 1819	Dec. 31, 1819	40 00	
		N. P. Trist, - -	Sept. 1, 1819	Dec. 31, 1819	40 00	1,876 80
	1820	Teacher C. Berard, - -	Jan. 1, 1820	Dec. 31, 1820	869 20	
		J. Du Commun, - -	Jan. 1, 1820	Dec. 31, 1820	869 20	
		Cadet J. A. Lagnel, - -	Jan. 1, 1820	Feb. 9, 1820	13 92	
		N. P. Trist, - -	Jan. 1, 1820	June 30, 1820	60 00	1,812 32
	1821	Teacher C. Berard, - -	Jan. 1, 1821	Dec. 31, 1821	868 40	
		Jos. Du Commun, - -	Jan. 1, 1821	Dec. 31, 1821	868 40	
		Cadet George Nanman, - -	Sept. 1, 1821	Dec. 31, 1821	40 00	1,776 80

STATEMENT—Continued.

Department.		Names.	Commencement and expiration. From	To	Amount.	Total amount.
Drawing,	1808	Teacher C. E. Zoeller,	Sept. 1, 1808	Dec. 31, 1808	$290 00	$290 00
	1809	C. E. Zoeller,	Jan. 1, 1809	Dec. 31, 1809	870 00	870 00
	1810	C. E. Zoeller,	Jan. 1, 1810	April 30, 1810	290 00	290 00
	1812	C. E. Zoeller,	July 1, 1812	Dec. 31, 1812	435 00	435 00
	1813	C. E. Zoeller,	Jan. 1, 1813	Dec. 31, 1813	870 00	870 00
	1814	C. E. Zoeller,	Jan. 1, 1814	Dec. 31, 1814	870 00	870 00
	1815	C. E. Zoeller,	Jan. 1, 1815	Dec. 31, 1815	1,063 20	1,063 20
	1816	C. E. Zoeller,	Jan. 1, 1816	Dec. 31, 1816	1,063 20	1,063 20
	1817	C. E. Zoeller,	Jan. 1, 1817	Dec. 31, 1817	1,063 20	1,063 20
	1818	C. E. Zoeller,	Jan. 1, 1818	Jan. 5, 1819	1,065 57	
		Cadet G. W. Whistler,	Sept. 1, 1818	Dec. 31, 1818	40 00	
		Henry Brewerton,	Sept. 1, 1818	Dec. 31, 1818	40 00	1,145 57
	1819	Teacher Thomas Gimbrede,	Jan. 5, 1819	Dec. 31, 1819	855 95	
		Cadet G. W. Whistler,	Jan. 1, 1819	Jan. 17, 1819	5 48	
		H. Brewerton,	Jan. 1, 1819	June 30, 1819	60 00	921 43
	1820	Teacher Thomas Gimbrede,	Jan. 1, 1820	Dec. 31, 1820	869 20	
		Cadet I. Prescott,	Sept. 1, 1820	Dec. 31, 1820	40 00	909 20
	1821	Teacher Thomas Gimbrede,	Jan. 1, 1821	Dec. 31, 1821	868 40	
		Cadet I. Prescott,	Jan. 1, 1821	June 30, 1821	60 00	
		John H. Latrobe,	Feb. 10, 1821	Nov. 10, 1821	96 40	
		William M. Boyce,	Sept. 1, 1821	Dec. 31, 1821	40 00	1,064 80
Ethics,	1818	Prof. and chaplain, Rev. T. Picton,	July 20, 1818	Dec. 31, 1818	500 84	500 84
	1819	Rev. T. Picton,	Jan. 1, 1819	Dec. 31, 1819	1,296 40	1,296 40
	1820	Rev. T, Picton,	Jan. 1, 1820	Dec. 31, 1820	1,331 20	1,331 20
	1821	Rev. T. Picton,	Jan. 1, 1821	Dec. 31, 1821	1,319 68	1,319 88
Chemistry,	1821	Acting professor James Cutbush,	Oct. 9, 1821	Dec. 31, 1821	27 09	27 09
Tactics,	1819	Lt. I. Belknap, ass't instructor,	Feb. 11, 1819	April 7, 1819	18 57	18 57
	1820	Lt. Samuel McRee, do.	Sept. 1, 1820	Dec. 2, 1820	46 50	
		Lt. Z. I. D. Kinsley,	Dec. 2, 1820	Dec. 31, 1820	14 03	60 53
	1821	Lt. Z. I. D. Kinsley, ass't instructor,	Jan. 1, 1821	Oct. 31, 1821	150 00	
		Lt. Henry W. Griswold,	Feb. 1, 1821	Oct. 31, 1821	90 00	240 00
Sword,	1814	William Pierre Thomas,	March 1, 1814	Dec. 31, 1814	389 40	389 40
	1815	William Pierre Thomas,	Jan. 1, 1815	Dec. 31, 1815	705 92	705 92
	1816	William Pierre Thomas,	Jan. 1, 1816	Dec. 31, 1816	705 92	705 92
	1817	William Pierre Thomas,	Jan. 1, 1817	Dec. 31, 1817	705 92	705 92
	1818	William Pierre Thomas,	Jan. 1, 1818	Dec. 31, 1818	705 92	705 92
	1819	William Pierre Thomas,	Jan. 1, 1819	Dec. 31, 1819	705 92	705 92
	1820	William Pierre Thomas,	Jan. 1, 1820	Dec. 31, 1820	705 92	705 92
	1821	William Pierre Thomas,	Jan. 1, 1821	Dec. 31, 1821	705 92	705 92
Music,	1817	Mr. Richard Willis,	June 16, 1817	Dec. 31, 1817	325 00	325 00
	1818	Mr. Richard Willis,	Jan. 1, 1818	Dec. 31, 1818	600 00	600 00
	1819	Mr. Richard Willis,	Jan. 1, 1819	Dec. 31, 1819	600 00	600 00
	1820	Mr. Richard Willis,	Jan. 1, 1820	Dec. 31, 1820	600 00	600 00
	1821	Mr. Richard Willis,	Jan. 1, 1821	Dec. 31, 1821	600 00	600 00
						$87,081 19

RECAPITULATION.

For the year 1803,	$312 26
For the year 1804,	666 15
For the year 1805,	666 15
For the year 1806,	666 15
For the year 1807,	1,405 65
For the year 1808,	2,391 60
For the year 1809,	2,956 98
For the year 1810,	1,323 70
For the year 1811,	868 40
For the year 1812,	1,566 19
For the year 1813,	3,639 28
For the year 1814,	5,291 05
For the year 1815,	5,951 21
For the year 1816,	6,208 64
For the year 1817,	7,081 92
For the year 1818,	9,974 34
For the year 1819,	11,661 26
For the year 1820,	11,978 41
For the year 1821,	12,472 55
	$87,081 19

17th Congress.] No. 227. [1st Session.

FORTIFICATIONS ON DAUPHIN ISLAND AND MOBILE POINT.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, APRIL 13, 1822.

Mr. Eustis, from the Committee on Military Affairs, to whom was referred the message of the President, of the 26th of March, on the subject of fortifications, and particularly of those on Mobile Point and Dauphin Island, reported:

That on the important subject of defending the seacoast they concur must fully in the opinion expressed in the message. They are equally agreed in the preference of permanent works over those of a temporary and perishable nature, in all cases where they are adequate to the object. At the same time, a view of the numerous and extensive bays and rivers with which our country is indented naturally suggests the idea that a floating force is required to co-operate with, and to derive protection from, the permanent fortifications.

The committee are further agreed that it is the peculiar province and duty of the Executive Department of Government to select and determine on the proper sites, and on the nature and extent of the fortifications to be constructed. This power and this duty appertain necessarily to the President, who is commander of the national forces, and is responsible for the national defence.

On the other hand, the means of carrying into effect the plans and designs of the Executive are constitutionally and necessarily dependent on appropriations of money made by Congress. In the exercise of this power, which is exclusive on their part, it is the duty of Congress to inquire and examine into the nature, extent, necessity, or utility of every object for which appropriations are required, and to judge of the expediency of granting or withholding them.

It is stated in the message that an appropriation on account of the fortification on Dauphin Island was suspended by the last Congress, in consequence of a doubt which was entertained of the propriety of that position; that a new survey has been made, the result of which is reported, and the work as originally contemplated is recommended to be carried on.

The considerations which induced the last Congress to decline making an appropriation for Dauphin Island cannot be expected to be developed by this committee. It is well known, however, that the positions on Dauphin Island and Mobile Point, with their respective bearings and relations, and the extent and depth of the watercourses, were considered and made the subjects of public debate; and it is to be presumed that the decision was made on due consideration of all the circumstances relating thereto, and with a just regard to the public interests. Whether, and how far, they were influenced by a knowledge that the works on those sites had not progressed in proportion to the appropriations which had been already made, and that of $377,800, advanced under the contracts for their construction, a considerable part had not been expended on the works, and remained unaccounted for, without a prospect of recovery; or that this item would have increased the loan of $5,000,000, to which the Government was compelled in that year to resort, and that of $8,000,000, borrowed in 1820 and 1821, one-eighth part had been appropriated to fortifications in those years; how far any of these considerations may have had an effect on the last Congress, is not for this committee to determine.

The material facts on which the committee rested the opinion contained in their report of the 28th of February are sustained by the new survey, with two exceptions; one giving only twelve feet water, instead of eighteen, heretofore given by the first survey to the entrance of the anchorage ground under Pelican Island; the other giving eight and a half instead of ten feet to the western channel. From this survey it follows, and is indeed conceded, that one of the main objects of the fort on Dauphin Island, viz: that of covering the passage to the anchorage ground under Pelican Island, where our own or enemies' vessels might take shelter, and from whence they might annoy or protect the coast, is wholly lost, as the water is too shallow to float the smallest national vessel of an enemy. If the statement in the new survey be correct, that the depth of water in the western channel be ten feet at high water, and eight feet and a half at low water, and admitting that the pass of seven feet, laid down in Curtis Lewis's chart, has not been omitted in the late survey, the inference drawn by the committee in their former report is not materially affected, as in either case there is not sufficient depth of water for enemies' vessels of war to pass.

Other objects are now assigned for erecting a fortification on Dauphin Island, to contain 108 guns, requiring, in the estimation of the committee, the expenditure of $1,000,000.

First. That it would be important in the defence of New Orleans, as it would prevent the landing at Mobile bay, and render it dangerous for an invading force to land at any place between the Rigolets and the bay of Mobile, for the purpose of marching to the Mississippi above the city.

The importance of providing an efficient defence for New Orleans is fully impressed on the minds of the committee. In their judgment it is entitled to primary consideration, and no reasonable means or expense, necessary to secure it from attack, should be withheld by Congress.

In addition to the works already projected, the committee would see with pleasure a proposal, and recommend an appropriation for a small work on the Bayou Bienvenue, for repairing and strengthening Fort St. Philip, at the Plaquemine turn, with a work opposite to that fort on the western side of the Mississippi, provided a proper site can be had; and for providing at Baton Rouge materials for a floating force.

It appears to be the opinion of the Board of Engineers that there is no danger of the landing of an enemy any where between Dauphin Island and the Rigolets, for the purpose of marching to the Mississippi, above New Orleans. In their first report they observe, "We think that it is useless to say that an enemy cannot undertake any thing reasonable against that part of the frontier which is between the Lake Pontchartrain and Mobile bay; the nature of the country uncultivated, and the facility to come from the west and the east to separate the vessels from the enemy's forces that would have thrown themselves into the country, and, finally, the non-existence of any profitable object, are motives enough to consider that part of the frontier sufficiently defended by itself."

With respect to any land operation on the part of an enemy from the bay of Mobile, the opinion expressed by the Board of Engineers, in the following extract from the same report, appears to be conclusive:

"An enemy that would attempt to go up Mobile, in order to get to Tombigbee and Alabama, would expose himself to be separated from the sea by the arriving troops of the westward from the interior of the country; and if to all this be added the difficulties of conducting, offensively, a divergent operation through the two valleys that unite themselves, it may be concluded that on that part of the frontier of the Union all kinds of offensive operations must be limited to occupy Mobile and Mobile town," &c.

Admitting that, according to the message, it were practicable for an enemy, when we have possession of Mobile Point, to overcome the obstacle of shoalness of water, and that presented by an efficient floating force on our part

to destroy the small craft in which he must land, and that he should effect a landing with ten or fifteen thousand men on Dauphin Island; that, leaving his vessels, provisions, and munitions, with all hope of retreat in case of disaster, he should have the temerity to pass over to the land, and hazard a march of two hundred miles to Baton Rouge, (that being the distance as laid down in Ellicot's survey between the rivers Mobile and Mississippi;) that the brave militia, who conquered at New Orleans the last war, should be wholly unadvised of his movement, and suffer him to pass unmolested; admitting, also, that no preparations for his reception should be made at Baton Rouge; how is his descent to New Orleans to be effected? Having left his ships and boats two hundred miles in his rear, he must march down the levee on the left bank of the Mississippi, a distance of one hundred and fifty miles, part of the way with a morass on his left, liable to be arrested in his march by temporary batteries in front at every turn of the river, to be flanked by gun-boats in the river, and in the last resort to have the levee cut from under him, and the country inundated, the militia hanging on his rear.

Under these circumstances, would an enemy of any foresight or calculation make the attempt?

The preference of permanent fortifications over a floating force, in all cases where they will fulfil the object, being admitted, the only question is, whether this is such a case; or whether, in other words, the contemplated works on Mobile Point and Dauphin Island will defend the bay of Mobile?

That they will not, is admitted by the engineers, who state in their report that a floating force is required in aid of the permanent works. It is further evident, because it is well known, and conceded, that vessels of war which can pass the bar may, especially by night, pass the forts, run on out of reach of their fire, and leave them harmless in their rear. Thus anchored, and master of the bay, the defence of which was the principal object of the fortifications, what security remains for the shipping, the towns, and the immense property above, against which he may commit his depredations at his own time, and according to the nature and amount of his force? A movable and floating force, as contemplated in the former report of this committee, appears to be the only satisfactory answer.

In the last report of the engineers a calculation is made of the relative expenses of permanent and floating forces. It would not be difficult to show that the interest on $2,000,000, the cost of the contemplated works on Dauphin Island and Mobile Point, amounting in ten years to $1,200,000, would be amply sufficient for a floating force for twenty years; nor would it be more difficult to prove, from experience, that permanent works also require constant expenditures for alterations, repairs, garrisons, &c., and that positions have been heretofore taken, on which permanent fortifications have been constructed at great expense, which are about to be abandoned, either on account of the positions, or because the nature or structure of the works is not approved; while a floating force is put in operation in time of war only, its expenses are limited by the war, and may, at the expiration of the war, be either preserved at a very small expense, or totally abandoned, (which may, perhaps, be most eligible,) preserving only their armament.

It is also worthy of observation that, in their former reports, stating the necessity of a floating force to co-operate with permanent works to prevent an enemy from entering the bay of Mobile, the engineers do not appear to have made these calculations, nor, indeed, any objections to such a force. As this subject has been presented to the committee in a financial point of view, and as they have not yet obtained all the information necessary to enable them to give a detailed opinion in this report, they leave that part of the subject for future consideration.

It is further stated in the message that an enemy may take possession of Dauphin Island, and that he did so at the close of the last war. Having at the close of the war taken the small fort on Mobile Point, and possessed himself of the channel road, the enemy might make his incursions to Dauphin Island unmolested. It will also be recollected that he took possession of Tangier and Kent islands, in the bay of Chesapeake; but it is not inferred that it is therefore necessary to fortify these islands. If these should be fortified, others remain equally accessible to him on various parts of the coast.

From every view of the subject which the committee have been able to take on a careful examination of all the facts, and with the most respectful attention to the opinions expressed in the message, they do not find any justifiable cause for changing the opinion contained in their former report of the 28th of February, that it is inexpedient to construct the projected fortification on Dauphin Island.

In the opinion expressed in the message, on the expediency of progressing in the completion of the fortifications on the seaboard, the committee entirely agree, and that the necessary appropriations therefor should be made. They are also well satisfied that, "in case any emergency should require it," the people would willingly submit to any burdens necessary to accelerate their completion. Whether, at this time, and under existing circumstances, they would be willing to increase the national debt by recurring to loans, as in the two years last past, or that additional taxes should be imposed on them for this purpose; or whether the progress in these works ought to keep pace with and to be limited by the ordinary revenue of the country, are questions requiring, in the judgment of the committee, the most serious consideration of Congress.

All which is respectfully submitted.

17th Congress.] No. 228. [1st Session.

MILITIA FINES IN PENNSYLVANIA.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, APRIL 25, 1822.

Mr. Buchanan, from the select committee, appointed on the 24th January last, to inquire and report to this House the causes why no part of the sum of $243,609 41, the amount imposed as fines by courts-martial held under the authority of the United States, on militiamen within the commonwealth of Pennsylvania, for delinquencies which occurred during the late war with Great Britain, has yet been received in the Treasury; how much of the said sum has been collected from the delinquents by the late marshal and the present marshal of Pennsylvania and their deputies, respectively; and what are the names and places of residence of such deputies; how much of the money collected remains in the hands of the deputies, and how much has been paid over by them to their

respective principals; who are the sureties of the late marshal, John Smith, and of his deputies, respectively; what is the amount of each of their bonds, and what is the prospect of recovering the whole or any part of the money remaining in their hands; what causes have heretofore prevented the institution of suits against the said John Smith, his deputies, and their sureties, to recover the militia fines retained by them, respectively; and under what authority, by whom, and to whom, the sum of $41,531 77 has been paid out of the said fines to defray the expenses of the courts-martial by which they were assessed," reported:

That they have bestowed upon the subject their most serious attention, being sensible that it is one deeply interesting not only to the State of Pennsylvania, but to the Union. They have obtained all the information which could be procured since their appointment; but still, after having used every exertion in their power, they feel satisfied that their report will be imperfect in several particulars. This arises from the mystery in which the subject was involved on account of the total neglect, for so long a time, of the proper public officers to give it that attention which their duty required and its importance demanded.

Before the committee proceed to detail the facts which they have collected, they will briefly state the principles of law applicable to the case, so that the House may be enabled to judge, with the more precision, in what manner the laws of the country have been executed.

It appears by the twenty-seventh and twenty-eighth sections of the act of Congress, approved the 24th of September, 1789, entitled "An act to establish the judicial courts of the United States," that marshals are officers appointed for the term of four years, but removable at pleasure. They possess the power of appointing as many deputies as they may think proper, who are removable from office at pleasure by the judge of the district court, or the circuit court sitting within the district. Before any marshal can enter upon the duties of his office "he shall become bound for the faithful performance of the same by himself and his deputies, before the judge of the district court, with two good and sufficient sureties, inhabitants and freeholders of such district, to be approved by the district judge, in the sum of twenty thousand dollars." The first section of the act relating to bonds given by marshals, passed the 10th April, 1806, requires that they shall be filed and recorded in the office of the clerk of the district court or circuit court sitting within the district.

Both the marshals and their deputies are required by the act of 1789, before they enter upon the duties of their appointment, to take an oath binding themselves to discharge them faithfully. The defaults or misfeasances in office of deputy marshals are declared to be a breach of the condition of the bond given by the marshal who appointed them.

Whether a marshal shall take any security from his deputies, and, if he does, to what amount, are subjects left by the laws of the country altogether within his own discretion.

By the seventh section of the act to provide for calling forth the militia to execute the laws of the Union, suppress insurrections, and repel invasions, &c., passed on the 28th February, 1795, it is declared that all fines to be assessed on delinquent militiamen, by virtue of its provisions, "shall be certified by the presiding officer of the court-martial, before whom the same shall be assessed, to the marshal of the district in which the delinquent shall reside, or to one of his deputies, and also to the supervisor of the revenue of the same district, who shall record the said certificate in a book to be kept for that purpose. The said marshal or his deputy shall forthwith proceed to levy the said fines, with costs, by distress and sale of the goods and chattels of the delinquent," &c. Under the provisions of the supplement to the above act, approved on the 2d of February, 1813, all fines assessed by virtue of the original act must be certified to the Comptroller of the Treasury of the United States, in the same manner as it directed them to be certified to the supervisor of the revenue. The supplement also enacts "that the marshals shall pay all fines which have been levied and collected by them, or their respective deputies, under the authority of the acts herein referred to, into the Treasury of the United States, within two months after they shall have received the same, deducting five per centum for their own trouble; and, in case of failure, it shall be the duty of the Comptroller of the Treasury to give notice to the district attorney of the United States, who shall proceed against the said marshal in the district court, by attachment, for the recovery of the same.

Thus it appears that the duties of the marshal and his deputies, and of the Comptroller of the Treasury, respectively, relative to this subject, are precisely defined by law. In what manner their conduct has corresponded with their duty will be seen in the sequel.

The first circumstance demanding explanation, which engaged the attention of your committee, was the difference which exists between the report of the Secretary of War to the Senate of the United States, and that of the Secretary of State of Pennsylvania to its Senate, respecting the amount of fines assessed upon delinquent militiamen in that State. The Secretary of War, in his report to the Senate of the 14th of February, 1821, states the number of such delinquents to have been five thousand eight hundred and thirty-seven, and the amount of fines assessed to be $243,609 41. The Comptroller of the Treasury, upon whose information to the Secretary of War the report was made, has informed your committee that he has lately re-examined the subject, and the result proves to be the same; and that he has received no additional returns since its date. It appears from the report to the Senate of Pennsylvania, made by the Secretary of State of that commonwealth, on the 9th of January last, that the fines assessed by courts-martial on citizens of that State amounted to $294,974. He has since re-examined that report, at the request of your committee, and the result has been a trifling difference. The correct aggregate amount of the lists of fines in his office is $293,928, a sum greater by $50,318 59 than that stated by the Comptroller of the Treasury. This difference struck your committee with the more force, as it was made by law the positive duty of each presiding officer of a court-martial to certify to the Comptroller of the Treasury all the fines assessed by the court-martial over which he presided. The returns, therefore, in both offices, should have corresponded.

After a careful examination, your committee have discovered both reports to be defective. Returns have been made to the Comptroller which are not in the office of the Secretary of the commonwealth of Pennsylvania; and there are returns in the office of the Secretary of that commonwealth which are not in the office of the Comptroller. The method, therefore, adopted by your committee, of ascertaining the whole amount of fines assessed, was to add to the returns in the office of the Secretary of State of Pennsylvania those in that of the Comptroller which had never been made to the Governor of that commonwealth. The following table will show their amount, and will also furnish the House with a statement of the fines assessed in each brigade of each division of Pennsylvania militia, so far as they have been returned either to the Governor of that State, or to the Comptroller of the Treasury of the United States.

Divisions.	Brigades.	COUNTIES COMPOSING BRIGADES.	Amount of fines imposed on delinquents, as appears by the lists in the office of the Secretary of State of Pennsylvania.	Amount of fines imposed on delinquents, as appears by the lists in the office of the Comptroller.	Amount of returns in the office of the Comptroller, not in that of the Secretary of State of Pennsylvania.
1	1	City of Philadelphia,	$9,064 00	$11,994 00	$2,930 00
	2	County of Philadelphia,	13,258 00	16,509 00	3,251 00
2	1	Bucks,	30,595 00	30,375 00	
	2	Montgomery,	31,833 00	31,918 00	85 00
3	1	Delaware, and part of Chester,	24,412 00	24,346 00	
	2	Residue of Chester,	no return	8,547 00	8,547 00
4	1 2	Lancaster,	35,833 00	no return	
5	1	York,	8,275 00	8,203 00	
	2	Adams, and part of York,	987 00	987 00	
6	1	Dauphin, Lebanon, and parts of Berks and Schuylkill,	66,324 00	10,447 00	
	2	Residue of Berks and Schuylkill,	20,387 00	21,218 00	831 00
7	1	Northampton and Pike,	10,058 00	19,989 00	9,931 00
	2	Lehigh, and part of Northampton,	23,036 00	34,104 00	11,068 00
8	1	Northumberland, Union, and Columbia,	7,882 00	no return	
	2	Luzerne, Susquehannah, and Wayne,	1,625 00	1,625 00	
9	1	Lycoming, Potter, and McKean,	no draught	no draught	
	2	Bradford and Tioga,	do	do	
10	1	Mifflin, and part of Centre,	no return	no return	
	2	Huntingdon, Clearfield, and part of Centre,	2,924 00	do	
11	1	Cumberland and Perry,	no return	do	
	2	Franklin,	1,935 00	1,936 75	
12	1	Bedford,	no return	3,739 66	3,739 66
	2	Somerset and Cambria,	do	no return	
13	1	Westmoreland,	do	17,671 00	17,671 00
	2	Fayette,	do	no return	
14	1	Washington,	5,500 00	do	
	2	Greene, and part of Washington,	no return	do	
15	1	Allegany,	do	do	
	2	Armstrong, Indiana, and Jefferson,	do	do	
16	1	Beaver, Butler, and Mercer,	do	do	
	2	Crawford, Erie, Venango, and Warren,	do	do	
			$293,928 00	$243,609 41	$58,053 66

It appears, from the foregoing statement, that the following returns have been made to the Comptroller, which are not in the possession of the Secretary of State of Pennsylvania:

3d division, 2d brigade,	$8,547 00
12th division, 1st brigade,	3,739 66
13th division, 1st brigade,	17,671 00
And the excess in the amount of returns in the Comptroller's office, over those in the office of the Secretary of State of Pennsylvania, in the following divisions, are—	
1st division,	6,181 00
2d division,	85 00
6th division,	831 00
7th division,	20,999 00
	$58,053 66

This sum of $58,053 66 added to $293,928, the fines returned to the Governor of Pennsylvania, would make the whole amount assessed be $351,981 66. This sum would be accurate, upon the supposition that each presiding officer of a court-martial made a return, according to law, either to the Governor of Pennsylvania, or to the Comptroller. That this has not been the case will appear manifest from the foregoing table. Your committee, however, for the sake of having a definite sum, will consider it as accurate throughout this report, believing, at the same time, that it is considerably less than the truth.

It was expected by your committee that some light would have been cast upon this subject by John Smith, late marshal of Pennsylvania; but, after examination, it appeared that he could give them no information, as he never had kept any books in which he made regular entries of his transactions respecting the collection of militia fines; and the lists which had been certified to him by the presiding officers of courts-martial were in the hands of his deputies. Your committee have no knowledge that any attempt has ever heretofore been made by the proper authorities, either in the State of Pennsylvania, or in the General Government, to ascertain whether the returns of militia fines, in their respective departments, were complete, and, if not, to have the defects supplied.

As the Comptroller of the Treasury cannot have this business finally adjusted without perfect lists of all the fines assessed by courts-martial, it is confidently expected by your committee that he and the Secretary of State of Pennsylvania will adopt the means necessary for obtaining them without delay.

Of this sum of $351,981 66, the Governors of Pennsylvania, on the 9th January last, had remitted $34,132 24, and since that date until the 3d of this instant, (April,) the present Governor has remitted $4,690. The aggregate amount of remissions is, therefore, $38,822 24; leaving a balance remaining, and yet to be accounted for, of $313,159 42.

After the lapse of almost seven years from the time when these militia fines were assessed, your committee are under the painful necessity of stating that not one cent of their amount has yet reached the Treasury of the United States. Instead of receiving any money from this source, the United States have paid the sum of $24,241 08 out

of the public Treasury, towards defraying the expenses of the courts-martial by which those very fines were assessed. Had the laws slumbered, and had they never been put in execution against the delinquents, there would have been some consolation in the reflection that if injustice had been done to the Government, the poorer classes of our citizens were not distressed, nor the property of those who, from conscientious motives, refused to bear arms, seized and sold. This, however, has not been the case. A large proportion of the fines has been collected from the people by John Smith, the late marshal, and his deputies. He has received, as appears from his own examination, on oath, before the committee, the sum of $75,719 68, from his deputies, and the sum of $1,217 83 from the delinquents themselves.

Your committee deem it proper here to mention the names of the deputies from whom Mr. Smith acknowledges he has received money, and the sum which he states has been paid to him by each. They are as follows:

Greenberry H. Murphy,	$6,864 00
William Kincaid,	300 00
Joseph McMasters,	520 00
William Turner,	2,200 00
Joseph Weatherby,	105 00
John Kelker,	1,000 00
Joseph Woodman,	2,745 00
Lewis Diffebach,	770 00
Andrew Quinton,	1,750 00
John L. Wolf,	1,200 00
Samuel Markley,	1,860 00
Daniel Moore,	26,961 75
Thomas Wills,	2,066 68
James Hudson,	11,199 90
John Sisk,	1,093 00
Abel Reese,	3,752 75
John Thompson,	400 00
Peter Aurand,	7,000 00
Charles Gleim,	256 00
Abraham Horn, Jun.,	2,204 60
George D. Foulke,	1,471 00
	$75,719 68

The above statement Mr. Smith believes to be correct, with these exceptions: that John Kelker paid him more than $1,000, but how much he cannot recollect, and he has refunded $260 to Greenberry H. Murphy, which the latter alleged he had overpaid. Mr. Smith is uncertain whether he may not have received money from John Baldy, though he does not remember that he did. Your committee will, therefore, for the sake of precision in the course of this report, take it for granted that the sum received by Mr. Smith from his deputies was $75,719 68. They are satisfied that, by doing so, he will suffer no injustice.

There is one inquiry submitted to your committee by the resolution directing their appointment, to which they have not been able to furnish any satisfactory answer. It is, how much of the militia fines has been collected by the deputies of the late marshal, and what portion of the sums collected yet remains in their hands.

Your committee have used every exertion in their power to obtain this information, but they have not been successful to any great extent. After having resorted to a number of expedients, they at length discovered that there was no other mode of obtaining it during the present session, but to ask the House for leave to send for persons and papers, and bring the deputies before them. This course they did not think proper to pursue on account of the late period of the session, and because it was deemed proper to afford the deputies time, until the commencement of the next session, to make final settlements with the late and present marshals, before a measure so harsh should be adopted.

There is a circumstance connected with this part of the subject which your committee will now proceed to mention, that will render the final adjustment of the accounts of the late marshal and his deputies a matter of much difficulty. On the 18th of January, 1814, Mr. Rush, then the Comptroller, in answer to a letter on the subject addressed to him by the late marshal, informed him that the expenses attending the courts-martial might be deducted from and paid out of the militia fines paid over to him. This authority was countermanded by the present Comptroller on the 27th December, 1815, but was afterwards renewed by him on the 13th August, 1817. On the 5th January, 1818, the same officer addressed a letter to the Secretary of the Treasury, from which the following is an extract:

"I take leave to observe, that the instructions to the marshal to pay the members of the courts-martial out of the fines collected is not conceived correct. The law which authorizes the collection of such fines requires that, when collected, they shall be paid into the Treasury. The members of the courts-martial should, I respectfully conceive, receive their pay from the War Department, where their accounts ought to be settled; and I have to request that I may receive authority to advise the marshals accordingly."

On the 5th of May following, in pursuance of an arrangement made between the Treasury and War Departments, instructions were sent to John Smith, the late marshal, directing him to continue to pay the members of the courts-martial out of the moneys which he had collected, or might collect, from militia fines. This order still continues in force.

The consequences of the adoption and continuance of this measure have been extremely injurious to the public interest. The power which the late marshal had received he delegated to his deputies. In this manner all these officers, as well as their principal, after having received the money of the United States, instead of being directed to pay it over into the public Treasury as the act of Congress expressly requires, were authorized to audit and settle the accounts of the members of the courts-martial, and out of it to discharge their amount. Thus the adjustment of these accounts, which peculiarly belonged to the War Department, was transferred to the deputies of the marshal. The intention of those salutary checks which have been interposed by law to prevent money from being drawn improperly out of the public Treasury was, in consequence of this arrangement, defeated; and the discretion of these officers was substituted in their stead. Out of this circumstance, confusion almost inextricable has arisen. It has been impossible for your committee to ascertain, with any degree of certainty, how much of the money belonging to the United States has been expended in this manner. No deputy marshal in the State of Pennsylvania, within the knowledge of your committee, except Daniel Moore, of Lancaster, and Abraham Horn, Jun., of Easton, have ren-

dered to the late marshal an account of such expenditures, accompanied by proper vouchers to support it. Their accounts and vouchers are now in the office of the Third Auditor of the Treasury, but they have not yet been audited.

The late marshal estimates the amount of money which he and his deputies have expended in the payment of courts-martial throughout the State of Pennsylvania at $41,556 33. This estimate your committee believe to be imperfect; they therefore forbear to state the names of the deputies who have made such payments, and the amount paid by each, lest it might do them injustice. This amount includes the sum of $19,407 94, vouchers for the payment of which, by the late marshal and his deputies to the members of courts-martial, were filed by him in the office of the Third Auditor of the Treasury, on the 2d July, 1816, and the 28th December, 1818; though they have never yet been audited and passed. Of this sum the late marshal alleges that he has paid $4,068 57 out of the money received by him, and that the remainder has been disbursed by his deputies. He has also stated before the committee that he has since paid to the officers of courts-martial the sum of $1,546 28. By his own acknowledgment he is, therefore, a defaulter in a sum not less than $71,322 36, for money actually received by him. This appears by the following statement:

Amount received by the late marshal from his deputies, - - -	$75,719 68
Amount received by the late marshal from delinquents, - - -	1,217 53
	$76,937 21
From which deduct the whole amount which he alleges he has paid to the members of courts-martial, out of the money received by him, consisting of the sums of $4,068 57, and $1,546 28, -	5,614 85
Balance, - - - -	$71,322 36

The amount of militia fines which have been collected and paid over to the present marshal, John Conard, since his appointment, has been $6,379 30; $3,407 of which he has paid to the members of a court-martial in the second brigade third division of Pennsylvania militia, and the balance remains in his hands, applicable to the public service.

The whole of this information, therefore, taken together, enables us to state, with some degree of accuracy, that the whole amount of the fines which yet remain uncollected, or are in the hands of the deputies of the late marshal, is not less than $195,118 96. It is probable it may be considerably more. This will appear from the following statement:

Amount received by the late marshal, - - - -	$75,719 68
Amount received by the present marshal, - - - - -	6,379 30
Amount paid by the deputies of the late marshal, as he alleges, to the members of courts-martial, $41,556 33, less $5,614 85, paid by himself, which is included in the above sum of $75,719 68,	35,941 48
	$118,040 46
Which sum, deducted from the whole amount of the fines unremitted, - -	313,159 42
Leaves a balance of - - -	$195,118 96

A large proportion of this balance of $195,118 96 is yet uncollected, and the remainder is in the hands of the deputies of the late marshal. How much of this sum remains in their hands, your committee cannot pretend to say with any degree of accuracy; they will not, therefore, enter upon the subject, lest they might do injustice to individuals.

From the examination of the late marshal, it appears that no one of all his deputies has ever furnished him with a complete list of the names of the delinquents from whom they had collected fines, and the amount received from each. Without such information it is manifest that, although a settlement between him and them might be intrinsically just, yet it would not afford such information to the present marshal as would enable him to proceed in the collection of the balance of the fines. Without a knowledge of the names of those delinquents who have already paid their fines, he cannot know against whom to proceed.

The late marshal, in his examination, has informed us "that he has never made any settlement with any of his deputies except Andrew Quinton, John L. Wolf, Daniel Moore, James Hudson, and Charles Gleim. This deponent settled with the deputies last mentioned, upon their statements of the gross amount received by them; and, when he settled, he had no return from the said deputies of the individuals from whom they had collected fines, or of the fines outstanding, except from Daniel Moore, who had made such a return up to a certain date, some time before settlement, of the names of the persons from whom he had collected fines."

Charles Gleim has since made such a return to the present marshal, and your committee entertain no doubt, from the general appearance of Mr. Moore's accounts, but that his will be speedily completed. John W. Robinson has also made a return of a similar nature to the present marshal; and, since the appointment of this committee, Abraham Horn, Jun. has transmitted to them such a return, which is now on file in the office of the Third Auditor.

In this manner, from the want of a knowledge of those who have already paid their fines, has the collection of the remainder of them been suspended, in a great degree, throughout the State of Pennsylvania; and it has thus been rendered impossible for your committee to ascertain, with certainty, who are the delinquent deputies, and what is the extent of their delinquencies. On this subject, however, they have collected much information; but, upon the whole, they have believed it to be most proper, before they expose the character of any of the deputies, to give them an opportunity, until the commencement of the next session of Congress, to make a full and final settlement of their accounts with the present marshal. Against those who shall neglect to do so during the intermediate time, the strongest presumption must necessarily arise.

Your committee will now proceed to state the names of the deputies of the late marshal, and the places within which they were appointed to collect militia fines, as stated by himself.

Eastern District.

Joseph Woodman, Philadelphia.
John Sisk, Philadelphia.
James Hudson, Philadelphia.
Jacob G. Tryon, Philadelphia county.
John Thompson, Delaware county.
Abel Reese, Chester county.
Robert Smith, Chester county.
Joseph Weatherby, Chester county.
James M. Porter, Chester county.
Samuel Markley, Montgomery county.
John L. Wolf, Montgomery county.
Lewis Diffebach, Bucks county.
Andrew Quinton, Bucks county.
Daniel Moore, Lancaster county.
John Kilker, Dauphin county.
Charles Gleim, Lebanon county.

Peter Aurand, Berks county.
Abraham Horn, Northampton county.
Abraham Horn, Jun., Northampton county.
John Baldy, Northumberland county.
John W. Robinson, Susquehannah county.
Alexander Mann, Columbia county.
John Griffin, Bradford county.
George D. Foulke, Cumberland county.
Greenberry H. Murphy, Franklin county.
Samuel Maffit, Luzerne county.
Alexander Scott, Lycoming county.

Western District.

William B. Irish, Allegany county.
Joseph McMasters, Allegany county.
George Armstrong, Westmoreland county.
James Dunlap, Washington county.
David Reilley, Bedford county.
Thomas H. Sill, Erie county.
John Morton, Beaver county.
Willliam Kincaid, Greene county.
James M. Riddle, Somerset county.
William Turner, Mifflin county.

It is but justice to Samuel Maffit and William B. Irish to observe, that your committee have received information from each of them, denying, in the most positive terms, that they have ever received one cent of militia fines, as deputies of the late marshal, Smith.

Your committee have carefully inquired whether there is any prospect of recovering from John Smith, or his sureties, the whole or any part of the sum of $71,323 36, which, by his own acknowledgment, he owes to the Government; and they are decidedly of opinion it is altogether lost.

John Smith had held the office of marshal upwards of thirteen years previous to his last re-appointment, which was made on the 10th December, 1814. His last official bond was executed on the 28th March, 1815, and in it, Joseph Jones and Ebenezer Betts, both of the city of Philadelphia, became his securities. Previous to that date, Thomas Leiper, of the same city, had been one of his sureties during the whole period he had held the office, and John Barker had been the other, except for his first term. John Smith is now wholly insolvent, and has been considered so by some ever since the year 1814. A suit was instituted against him, on his official bond, in the summer of the year 1820, on which judgment was rendered on the 7th December of that year. He has since been discharged from imprisonment by the President of the United States. His sureties, Joseph Jones and Ebenezer Betts, have been insolvent for several years. Ebenezer Betts is now dead.

The general statement which your committee have already furnished might, perhaps, be considered a sufficient answer to that part of the resolution which makes it their duty to inquire and report to the House the causes why no part of these militia fines has yet been received in the Treasury. They feel themselves constrained, however, to make a few additional remarks upon this part of the subject.

Regular lists of the fines assessed, to the amount of $243,609 41, were certified to the Comptroller of the Treasury of the United States, according to law, during the years 1814, 1815, and 1816. He was, therefore, to that extent, in possession of the assessment of fines; and it was his duty to take care that the late marshal should collect them promptly and faithfully. That officer was bound by the laws of the country to pay into the Treasury of the United States all fines collected either by himself or his deputies, within two months after their collection. When he neglected to do so, it became the duty of the Comptroller to notify the district attorney, who was authorized to proceed against him, by attachment, for their recovery.

It follows, as a necessary consequence, that it was the duty of the Comptroller to have demanded of John Smith, from time to time, during his continuance in office, an account of the fines collected by him and his deputies; because, without such information, the law could not have been executed. This demand, in addition to the common powers of the Comptroller in such cases, might then have been enforced by the penalty of the loss of office; the marshal being removable at pleasure. Such a demand was, however, never made from the last re-appointment of John Smith, on the 10th December, 1814, until his office expired on the 10th December, 1818, nor even until this day. In consequence of this neglect, the Comptroller was so entirely ignorant of the extent of John Smith's delinquency, as it respected militia fines, that, on the 30th June, 1820, when by letter he directed suit to be brought against him on his official bond, and stated an account against him for revenue, amounting to $3,713 91, he writes as follows: "It is also probable that he [Mr. Smith] collected some militia fines which have not been accounted for by him; but what amount is not known to this Department." At that very time, and for a long time before, John Smith was a defaulter, in this particular, to the amount of $71,323 36.

It is unnecessary to enlarge upon this subject. The history of this country clearly shows the temptation and the danger of suffering large sums of public money to remain in the hands of officers for years, without requiring them to render an account.

The resolution of the Legislature of the commonwealth of Pennsylvania, passed on the 29th March last, requesting the Senators and Representatives from that State in the Congress of the United States "to use their best efforts to procure the passage of a law vesting in the commonwealth of Pennsylvania any right that the United States may have, or may be supposed to have, to the fines assessed upon citizens of Pennsylvania for non-performance of militia duty during the late war, and clothing the said commonwealth also with the same powers, rights, and remedies, which the United States Government may possess for the recovery of the same, either from the original delinquent, or from the respective marshals and their deputies who may have collected the same," has also been referred to your committee; and, in their opinion, the request contained in it should be granted by Congress.

There can be no doubt that, the President possessing the power under the constitution and laws of the country to call forth the militia, the Federal Government have a right to the fines assessed on individuals as a punishment for disobeying such a call. This proposition is so plain that it requires no illustration. Equitable circumstances, however, may exist which ought to induce the United States to transfer this right, in certain cases, to the States. In the opinion of your committee, such circumstances do exist upon the present occasion.

The commonwealth of Pennsylvania, during the late war with Great Britain, furnished and placed, under the orders of the President of the United States, the number, and more than the number, of militia required by him for the service of the Federal Government. Of the men thus furnished, a considerable proportion were volunteers; and, in procuring the residue by draughting, the number of delinquencies was so great, that the fines assessed amounted, as has been before stated, to $346,367. If, then, the United States should receive this enormous sum, it is manifest that, notwithstanding the State of Pennsylvania may have complied, and more than complied, with all her federal obligations, yet, in addition, her citizens would be obliged to pay this amount into the United States Treasury. Equal justice, therefore, towards both parties, requires that the Federal Government should permit that State to collect these fines for her own benefit. The United States, after obtaining all the men they wanted, surely should not have the money also.

There is another reason which has had an influence in bringing your committee to this conclusion. The experience of the past has shown how little calculated officers of the United States are to collect small sums of money from delinquents scattered over the surface of an extensive State. This circumstance, connected with the great length

of time which has elapsed since the fines were imposed, and the general change in the circumstances of the people during that period, has induced your committee to believe that the sum which can now be collected by the United States will amount to little or nothing. If, however, these fines should be given to the State of Pennsylvania, she could, perhaps, by means of her county officers, collect a small proportion of them. Such a relinquishment in her favor might, therefore, in the opinion of your committee, be a benefit to her, without doing any injury to the United States.

There is another circumstance which should be taken into view in the determination of this question. The act of Congress of 1795, although it provides for the punishment of delinquent militiamen by courts-martial, to be composed of militia officers only, yet it does not specify how, when, or by whom, such courts shall be selected and organized. The militia law of Pennsylvania supplied these defects, and prevented the act of Congress from becoming in practice a dead letter. These fines were, therefore, assessed by virtue of the joint operation of both acts. Indeed, in the opinion of the President, the power of remitting these fines was not vested in him, but in the Governor of Pennsylvania. This appears from a letter directed to the Secretary of State of Pennsylvania, by the Secretary of State of the United States, dated 14th April, 1818. The Governor of that State has uniformly exercised this power. These fines, then, which that State requests you to transfer to her, may all, at any time, in the opinion of the President, be remitted by her Governor. In every view which your committee can take of this subject, it is their opinion that Congress should grant these fines to the State of Pennsylvania. They therefore submit the following resolution:

Resolved, That the uncollected militia fines, due from delinquents in the State of Pennsylvania, which have been assessed by courts-martial, and all fines collected by the late or present marshals of Pennsylvania, or their deputies, which have not been paid into the Treasury of the United States, or applied to the payment of the expenses of courts-martial, be transferred to the State of Pennsylvania, with full power to collect the same.

17th Congress.] No. 229. [1st Session.

PROCEEDINGS OF THE SENATE ON THE NOMINATION OF OFFICERS TO BE RETAINED IN THE ARMY UNDER THE ACT OF THE 2d OF MARCH, 1821.

IN THE SENATE OF THE UNITED STATES, APRIL 30, 1822.

Ordered, That the injunction of secrecy be removed from the following proceedings and documents, and that they be printed.

MONDAY, JANUARY 21, 1822.

The following written message was received from the President of the United States, by Mr. Gouverneur, his secretary:

To the Senate of the United States: WASHINGTON, *January* 17, 1822.

I nominate the persons whose names are stated in the enclosed letter from the Secretary of War, for the appointments therein respectively proposed for them.

The changes in the army growing out of the act of the 2d of March, 1821, "to reduce and fix the military peace establishment of the United States," are exhibited in the official Register for the year 1822, herewith submitted for the information of the Senate.

Under the late organization of the artillery arm, with the exception of the colonel of the regiment of light artillery, there were no grades higher than lieutenant colonel recognised. Three of the four colonels of artillery provided for by the act of Congress of the 2d of March, 1821, were considered, therefore, as original vacancies, to be filled, as the good of the service might dictate, from the army corps.

The pay department being considered as a part of the military establishment, and within the meaning of the above-recited act constituting one of the corps of the army, the then paymaster general was appointed colonel of one of the regiments. A contrary construction, which would have limited the corps specified in the twelfth section of the act to the line of the army, would equally have excluded all the other branches of the staff, as well as that of the pay department, which was expressly comprehended among those to be reduced. Such a construction did not seem to be authorized by the act, since, by its general terms, it was inferred to have been intended to give a power of sufficient extent to make the reduction, by which so many were to be disbanded, operate with as little inconvenience as possible to the parties. Acting on these views, and on the recommendation of the board of general officers, who were called in, on account of their knowledge and experience, to aid the Executive in so delicate a service, I thought it proper to appoint Colonel Towson to one of the new regiments of artillery, it being a corps in which he had eminently distinguished himself, and acquired great knowledge and experience, in the late war.

In reconciling conflicting claims, provision for four officers of distinction could only be made, in grades inferior to those which they formerly held. Their names are submitted with the nomination for the brevet rank of the grades from which they were severally reduced.

It is proper, also, to observe, that as it was found difficult, in executing the act, to retain each officer in the corps to which he belonged, the power of transferring officers from one corps to another was reserved, in the general orders published in the Register, till the first day of January last, in order that, upon vacancies occurring, those who had been put out of their proper corps might, as far as possible, be restored to it. Under this reservation, and in conformity to the power vested in the Executive by the first section of the seventy-fifth article of the general regulations of the army, approved by Congress at the last session, on the resignation of Lieutenant Colonel Mitchell, of the corps of artillery, Lieutenant Colonel Lindsay, who had belonged to this corps before the late reduction, was trans-

ferred back to it, in the same grade. As an additional motive to the transfer, it had the effect of preventing Lieutenant Colonel Taylor and Major Woolley being reduced to lower grades than those which they held before the reduction, and Captain Cobb from being disbanded under the act. These circumstances were considered as constituting an extraordinary case, within the meaning of the section already referred to of the regulations of the army. It is, however, submitted to the Senate whether this is a case requiring their confirmation, and, in case such should be their opinion, it is submitted to them for their constitutional confirmation.

JAMES MONROE.

SIR: WAR DEPARTMENT, *January* 2, 1822.

I have the honor to lay before you a list of promotions and appointments, requiring the confirmation of the Senate.

I have the honor to be, sir, with perfect respect, your obedient servant,

J. C. CALHOUN.

THE PRESIDENT OF THE UNITED STATES.

Promotions and appointments in the army of the United States.

James Gadsden, late inspector general, to be adjutant general, August 13, 1821; Samuel B. Archer, captain of artillery, to be inspector general, November 10, 1821; William Linnard, late deputy quartermaster general, to be quartermaster, November 12, 1813; Henry Stanton, late deputy quartermaster general, to be quartermaster, May 13, 1820; Daniel Parker, late adjutant and inspector general, to be paymaster general, June 1, 1821; Thomas Wright, late paymaster 8th infantry, to be paymaster, June 22, 1815; Asher Phillips, late paymaster 3d infantry, to be paymaster, August 26, 1815; Alphonso Wetmore, late paymaster 6th infantry, to be paymaster, October 14, 1815.

Corps of Engineers.—Cadet Edward H. Courtenay, to be brevet second lieutenant, July 1, 1821.

First regiment of artillery.—Second lieutenant Matthew A. Patrick, to be first lieutenant, August, 11, 1820; third lieutenant Daniel D. Tompkins, of ordnance, to be second lieutenant, July 1, 1820; brevet second lieutenant Jonathan Prescott, to be second lieutenant, July 1, 1821; brevet second lieutenant Charles Dimmock, to be second lieutenant, July 1, 1821; cadet Washington Wheelwright, to be brevet second lieutenant, July 1, 1821.

Second regiment of artillery.—Nathan Towson, late captain light artillery, to be colonel, June 1, 1821; first lieutenant Thomas C. Legate, to be captain, May 13, 1820; second lieutenant C. M. Eakin, to be first lieutenant, May 13, 1820; second lieutenant Samuel Cooper, to be first lieutenant, July 1, 1821; third lieutenant William C. De Hart, late ordnance, to be second lieutenant, July 1, 1820; third lieutenant William P. Buchanan, late ordnance, to be second lieutenant, July 1, 1820; cadet David Wallace, to be brevet second lieutenant, July 1, 1821; cadet James Grier, to be brevet second lieutenant, July 1, 1821.

Third regiment of artillery.—Second lieutenant S. S. Smith, to be first lieutenant, November 30, 1820; third lieutenant Francis N. Barbarin, ordnance, to be second lieutenant, July 1, 1820; third lieutenant Charles Thomas, ordnance, to be second lieutenant, June 1, 1821; cadet Robert W. Allston, to be brevet second lieutenant, July 1, 1821; cadet J. F. Scott, to be brevet second lieutenant, July 1, 1821.

Fourth regiment of artillery.—J. R. Fenwick, late lieutenant colonel of light artillery, to be colonel, June 1, 1821; second lieutenant John M. Washington, to be first lieutenant, May 23, 1820; second lieutenant William Wright, to be first lieutenant, August 23, 1820; second lieutenant Harvey Brown, to be first lieutenant, August 23, 1821; third lieutenant William H. Bell, ordnance, to be second lieutenant, July 1, 1820; cadet Clark Burdine, to be second lieutenant, July 1, 1821; cadet W. W. Wells, to be second lieutenant, July 1, 1821; cadet J. C. Holland, to be second lieutenant, July 1, 1821; cadet Edward C. Ross, to be second lieutenant, July 1, 1821; cadet John B. Scott, to be brevet second lieutenant, July 1, 1821.

First regiment of infantry.—Cadet Jefferson Vail, to be second lieutenant, July 1, 1821.

Second regiment of infantry.—Second lieutenant E. K. Barnum, to be first lieutenant, December 31, 1820; cadet Alexander Morton, to be second lieutenant, July 1, 1821.

Third regiment of infantry.—Cadet Otis Wheeler, to be second lieutenant, July 1, 1821; cadet Henry Bainbridge, to be second lieutenant, July 1, 1821.

Fourth regiment of infantry.—First lieutenant Francis W. Brady, to be captain, December 31, 1820; second lieutenant Thomas Johnson, to be first lieutenant, December 31, 1820.

Fifth regiment of infantry.—First lieutenant J. Plympton, to be captain, January 1, 1822; second lieutenant C. Burbridge, to be first lieutenant, November 1, 1821; second lieutenant J. B. F. Russell, to be first lieutenant, January 1, 1822; cadet Seth M. Capron, to be second lieutenant, July 1, 1821; cadet Julius A. Lagnel, to be second lieutenant, July 1, 1821.

Sixth regiment of infantry.—Second lieutenant W. D. McCray, to be first lieutenant, November 5, 1821; third lieutenant Joseph Buckley, ordnance, to be second lieutenant, June 1, 1821; cadet Joseph Pentland, to be second lieutenant, July 1, 1821; cadet W. W. Gaillard, to be second lieutenant, July 1, 1821; cadet Jason Rogers, to be second lieutenant, July 1, 1821; cadet D. M. Porter, to be second lieutenant, July 1, 1821.

Seventh regiment of infantry.—Major J. B. Many, to be lieutenant colonel, January 1, 1822; second lieutenant John B. Hobkirk, to be first lieutenant, October 31, 1820; third lieutenant James Dawson, ordnance, to be second lieutenant, June 1, 1821.

Edward Purcell, late surgeon 5th infantry, to be surgeon, June 18, 1821; John A. Brereton, D. C., to be assistant surgeon, July 1, 1821; Henry Stevenson, late post surgeon, to be assistant surgeon, July 16, 1821; Mordecai Hale, late post surgeon, to be assistant surgeon, October 27, 1821; Richard S. Satterlee, ————.

Walter Jones, D. C., to be brigadier general of the militia of the District of Columbia, August 1, 1821; Israel P. Thompson, D. C., to be captain 1st regiment 2d brigade militia of the District of Columbia, August 1, 1821; George Brent, D. C., to be lieutenant 1st regiment 2d brigade militia of the District of Columbia, August 1, 1821; Samuel McChain, to be ensign 1st regiment 2d brigade militia of the District of Columbia, August 1, 1821.

The following officers have been razeed in the United States army:

Corps of Engineers.—Brevet Major General Alexander Macomb, late brigadier general, to be colonel, July 6, 1812, with the brevet rank of brigadier general, January 24, 1814.

Sixth regiment of infantry.—Brigadier General Henry Atkinson, to be colonel, April 15, 1814, with the brevet rank of brigadier general, May 13, 1820.

Seventh regiment of infantry.—Major William Bradford, late of the rifle, to be captain, July 6, 1812, with the brevet rank of major, November 10, 1818.

First regiment of artillery.—Major James Dalliba, late of the ordnance, to be captain, August 5, 1813, with the brevet rank of major, February 9, 1815.

The message was read.

On motion,

Ordered, That it be referred to the Committee on Military Affairs to consider and report thereon.

WEDNESDAY, JANUARY 23, 1822.

On motion, by Mr. Williams, of Tennessee,

Ordered, That the message nominating persons to promotions and appointments in the army be printed for the use of the Senate, under an injunction of secrecy.

MONDAY, FEBRUARY 25, 1822.

Mr. Williams, of Tennessee, from the Committee on Military Affairs, to whom was referred the message of the 21st January, nominating persons to promotions and appointments in the army, reported on the nomination of Richard S. Satterlee; and

Resolved, That the Senate do advise and consent to the appointment, agreeably to the nomination.

FRIDAY, MARCH 8, 1822.

On motion, by Mr. Benton,

Resolved, That the Committee on Military Affairs be instructed to make a report to the Senate, showing the number of the colonels in the army of the United States on the 2d of March, 1821, their names, dates of commissions, and corps; also, showing the number of colonels in service under the peace establishment of 1821, their names, the highest grade before held by them, the date of that commission, and the corps to which they belonged, if attached to any corps; also, showing the number of adjutant and inspector generals in service on the said 2d of March, their names, the highest lineal rank previously held by each in the United States army, and the date of that commission; also, showing the number of adjutant and inspector generals in service under the peace establishment of 1821, their names, the highest lineal rank previously held by them, and the date of commission; also, a list of all transfers and promotions made under or since the said act of March 2d, showing the names, grades, dates of commissions, and corps to which each belonged at the time of the transfer or promotion, and the office to which transferred or promoted; also, showing the highest lineal rank held by Colonel R. Butler in the army of the United States, at any time before the said 2d of March, the time when, and his rank when he may have quit the line of the army, and the grade and date of commission of Major William Bradford at the date aforesaid.

WEDNESDAY, MARCH 13, 1822.

Mr. WILLIAMS, of Tennessee, from the Committee on Military Affairs, to whom was referred the message of the 21st January, nominating to promotions and appointments in the army, made the following report, which was read:

That Colonel Towson, on the 2d day of March, 1821, was paymaster general; that he held neither rank nor command in the army, and, not belonging to any corps of the army, the President had no power, under the law reducing and fixing the military peace establishment, to arrange him to the command of one of the regiments retained in service by said act.

The committee further report, that Colonel Gadsden, on the 2d of March, 1821, was one of the two inspector generals of the army, both of whom were retained in service by the act reducing the army; that there were two adjutant generals in service, one of whom was retained in service; and the President was not authorized to dismiss both of them, and retain Colonel Gadsden as adjutant general.

The committee further report, that Colonel Fenwick, on the 2d March, 1821, was lieutenant colonel of the light artillery; that, by appointing him to the command of one of the regiments of artillery, it will disband, as supernumerary, a full colonel, who, by the terms of the law of the 2d March, 1821, was entitled to be retained. The committee, therefore, recommend that the Senate do not advise and consent to the nomination of Colonel Fenwick.

The committee further report, that Generals Macomb and Atkinson, and Majors Bradford and Dalliba, are nominated to grades below the rank they formerly held in the army; that the principle of *razee* was recognised by the Senate on the reduction of the army in 1815; and, under the authority of that precedent, the committee recommend that the four last-mentioned nominations be confirmed.

Mr. Williams, from the same committee, pursuant to a resolution of the 8th instant, reported the Army Register of May 17, 1821, which was read.

THURSDAY, MARCH 14, 1822.

The Senate proceeded to consider the nomination of Nathan Towson to the appointment in the army, as contained in the message of the 21st January; and, after debate,

The Senate adjourned.

FRIDAY, MARCH 15, 1822.

The Senate resumed the consideration of the nomination of Nathan Towson; and, on motion,

Ordered, That it lie on the table.

SATURDAY, MARCH 16, 1822.

The Senate resumed the consideration of the nomination of Nathan Towson; and,

On the question, "Will the Senate advise and consent to this appointment?"

It was determined in the negative: Yeas 19—Nays 25.

On motion, by Mr. Lanman,

The yeas and nays being desired by one-fifth of the Senators present,

Those who voted in the affirmative are,

Mr. Barbour,	Mr. Findlay,	Mr. King, of N. Y.,	Mr. Parrott,
Brown, of La.,	Holmes, of Miss.,	Knight,	Southard,
Brown, of Ohio,	Johnson, of Ky.,	Lanman,	Stokes,
Eaton,	Johnson, of La.,	Mills,	Talbot
Edwards,	King, of Ala.,	Otis,	

Those who voted in the negative are,

Mr. Barton,	Mr. Gaillard,	Mr. Palmer,	Mr. Thomas,
Benton,	Holmes, of Me.,	Pleasants,	Van Dyke,
Boardman,	Lloyd,	Ruggles,	Walker,
Chandler,	Lowrie,	Seymour,	Ware,
D'Wolf,	Macon,	Smith,	Williams, of Miss.,
Dickerson,	Morril,	Taylor,	Williams, of Ten.
Elliott,			

So it was

Resolved, That the Senate do not advise and consent to the appointment of Nathan Towson to be colonel of the second regiment of artillery.

MONDAY, MARCH 18, 1822.

The Senate proceeded to consider the nomination of James Gadsden to be adjutant general, contained in the message of the 21st January; and, after debate,

The Senate adjourned.

THURSDAY, MARCH 21, 1822.

The Senate resumed the consideration of the nomination of James Gadsden to be adjutant general, contained in the message of the 21st January; and,

On the question, "Will the Senate advise and consent to this appointment?"

It was determined in the negative: Yeas 20—Nays 23.

On motion, by Mr. Eaton,

The yeas and nays being desired by one-fifth of the Senators present,

Those who voted in the affirmative are,

Mr. Barbour,	Mr. Elliott,	Mr. King, of Ala.,	Mr. Otis,
Brown, of La.,	Findlay,	King, of N. Y.,	Parrott,
Brown, of Ohio,	Holmes, of Miss.,	Knight,	Southard,
Eaton,	Johnson, of Ky.,	Lanman,	Stokes,
Edwards,	Johnson, of La.,	Mills,	Williams, of Miss.

Those who voted in the negative are,

Mr. Barton,	Mr. Gaillard,	Mr. Pleasants,	Mr. Van Buren,
Benton,	Holmes, of Me.,	Seymour,	Van Dyke,
Boardman,	Macon,	Smith,	Walker,
Chandler,	Morril,	Talbot,	Ware,
D'Wolf,	Noble,	Taylor,	Williams, of Ten.
Dickerson,	Palmer,	Thomas,	

So it was

Resolved, That the Senate do not advise and consent to the appointment of James Gadsden to be adjutant general.

The Senate proceeded to consider the nomination of Alexander Macomb to be colonel of the corps of engineers, contained in the last-mentioned message; and,

On motion, by Mr. Smith,

Ordered, That the question, "Will the Senate advise and consent to this appointment?" be taken by yeas and nays.

On motion,

Ordered, That the nomination lie on the table.

FRIDAY, MARCH 22, 1822.

The Senate resumed the consideration of the nominations to promotions and appointments in the army, as contained in the message of the 21st January, and not before acted on.

On the question, "Will the Senate advise and consent to the appointment of Alexander Macomb to be colonel of engineers, with the brevet rank of brigadier general?"

A division of the question was called for, and the vote was taken on the first member thereof,

Which was determined in the affirmative: Yeas 26—Nays 14.

The yeas and nays being previously ordered,

Those who voted in the affirmative are,

Mr. Barbour,	Mr. Findlay,	Mr. Macon,	Mr. Stokes,
Boardman,	Holmes, of Miss.,	Mills,	Talbot,
Brown, of La.,	Johnson, of Ky.,	Morril,	Van Buren,
Brown, of Ohio,	King, of Ala.,	Parrott,	Van Dyke,
Dickerson,	King, of N. Y.,	Pleasants,	Walker,
Eaton,	Knight,	Southard,	Williams, of Ten.
Elliott,	Lanman,		

Those who voted in the negative are,

Mr. Barton,	Mr. Gaillard,	Mr. Ruggles,	Mr. Taylor,
Benton,	Holmes, of Me.,	Seymour,	Thomas,
Chandler,	Noble,	Smith,	Ware.
D'Wolf,	Palmer,		

The vote was then taken on the second member of the said question,

And determined in the affirmative: Yeas 28—Nays 15.

On motion, by Mr. Southard,

The yeas and nays being desired by one-fifth of the Senators present,

Those who voted in the affirmative are,

Mr. Barbour,	Mr. Holmes, of Miss.,	Mr. Mills,	Mr. Stokes,
Benton,	Johnson, of Ky.,	Morril,	Talbot,
Brown, of La.,	Johnson, of La.,	Otis,	Van Buren,
Eaton,	King, of Ala.,	Parrott,	Van Dyke,
Edwards,	King, of N. Y.,	Pleasants,	Walker,
Elliott,	Lanman,	Seymour,	Ware,
Findlay,	Macon,	Southard,	Williams, of Ten.

Those who voted in the negative are,

Mr. Barton,	Mr. D'Wolf,	Mr. Knight,	Mr. Smith,
Boardman,	Dickerson,	Noble,	Taylor,
Brown, of Ohio,	Gaillard,	Palmer,	Thomas.
Chandler,	Holmes, of Me.,	Ruggles,	

So it was

Resolved, That the Senate do advise and consent to the appointment of Alexander Macomb, agreeably to the nomination.

On the question, "Will the Senate advise and consent to the appointment of Henry Atkinson to be colonel of the sixth regiment of infantry, with the brevet rank of brigadier general?"

A division of the question was called for, and the vote taken on the first member thereof,

And determined in the affirmative: Yeas 29—Nays 14.

On motion, by Mr. Holmes, of Maine,

The yeas and nays being desired by one-fifth of the Senators present,

Those who voted in the affirmative are,

Mr. Barbour,	Mr. Findlay,	Mr. Lanman,	Mr. Southard,
Boardman,	Holmes, of Miss.,	Macon,	Stokes,
Brown, of La.,	Johnson, of Ky.,	Mills,	Talbot,
Brown, of Ohio,	Johnson, of La.,	Morril,	Van Buren,
Dickerson,	King, of Ala.,	Otis,	Van Dyke,
Eaton,	King, of N. Y.,	Parrott,	Walker,
Edwards,	Knight,	Pleasants,	Williams, of Ten.
Elliott,			

Those who voted in the negative are,

Mr. Barton,	Mr. Gaillard,	Mr. Ruggles,	Mr. Taylor,
Benton,	Holmes, of Me.,	Seymour,	Thomas,
Chandler,	Noble,	Smith,	Ware.
D'Wolf,	Palmer,		

And the second member of the question having been agreed to, it was

Resolved, That the Senate do advise and consent to the appointment of Henry Atkinson, agreeably to the nomination.

The Senate then proceeded to consider, separately, the nominations contained in said message which had not been finally acted on; and,

Resolved, That they do advise and consent to the said appointments, agreeably to the nominations, respectively, with the exception of Samuel B. Archer, Daniel Parker, J. R. Fenwick, and William Bradford; which were,

On motion,

Ordered, To be postponed to Tuesday next.

On motion, by Mr. Smith,

To reconsider the vote of yesterday, on the nomination of James Gadsden,

It was determined in the affirmative: Yeas 23—Nays 21.

On motion, by Mr. Morril,

The yeas and nays being desired by one-fifth of the Senators present,

Those who voted in the affirmative are,

Mr. Barbour,	Mr. Elliott,	Mr. King, of N. Y.,	Mr. Parrott,
Brown, of La.,	Findlay,	Knight,	Smith,
Brown, of Ohio,	Holmes, of Miss.,	Lanman,	Southard,
Chandler,	Johnson, of Ky.,	Mills,	Stokes,
Eaton,	Johnson, of La.,	Noble,	Williams, of Miss.
Edwards,	King, of Ala.,	Otis,	

Those who voted in the negative are,

Mr. Barton,	Mr. Holmes, of Me.,	Mr. Ruggles,	Mr. Van Buren,
Benton,	Macon,	Seymour,	Van Dyke,
Boardman,	Morril,	Talbot,	Walker,
D'Wolf,	Palmer,	Taylor,	Ware,
Dickerson,	Pleasants,	Thomas,	Williams, of Ten.
Gaillard,			

On the question, "Will the Senate advise and consent to the appointment of James Gadsden to be adjutant general?"

It was determined in the negative: Yeas 21—Nays 23.

On motion, by Mr. Dickerson,

The yeas and nays being desired by one-fifth of the Senators present,

Those who voted in the affirmative are,

Mr. Barbour,	Mr. Findlay,	Mr. King, of N. Y.,	Mr. Parrott,
Brown, of La.,	Holmes, of Miss.,	Knight,	Smith,
Brown, of Ohio,	Johnson, of Ky.,	Lanman,	Southard,
Eaton,	Johnson, of La.,	Mills,	Stokes,
Edwards,	King, of Ala.,	Otis,	Williams, of Miss.
Elliott,			

Those who voted in the negative are,

Mr. Barton,	Mr. Gaillard,	Mr. Pleasants,	Mr. Van Buren,
Benton,	Holmes, of Me.,	Ruggles,	Van Dyke,
Boardman,	Macon,	Seymour,	Walker,
Chandler,	Morril,	Talbot,	Ware,
D'Wolf,	Noble,	Taylor,	Williams, of Ten.
Dickerson,	Palmer,	Thomas,	

So it was

Resolved, That the Senate do not advise and consent to the appointment of James Gadsden to be adjutant general.

On motion, by Mr. Benton,

Resolved, That the Committee on Military Affairs inquire into the facts, and inform the Senate whether Colonel Robert Butler has resigned, or refused to accept the place of colonel or lieutenant colonel in the military peace establishment of the United States, and whether his resignation has been accepted.

TUESDAY, MARCH 26, 1822.

The following written message was received from the President of the United States, by Mr. Gouverneur, his secretary:

To the Senate of the United States: WASHINGTON, *March* 26, 1822.

Having executed the act entitled "An act to reduce and fix the military peace establishment of the United States," on great consideration, and according to my best judgment; and, inferring from the rejection of the nomination of Colonel Towson and Colonel Gadsden, officers of very distinguished merit, that the view which I took of that law has not been well understood, I hereby withdraw all the nominations on which the Senate has not decided, until I can make a more full communication and explanation of that view, and of the principles on which I have acted, in the discharge of that very delicate and important duty.

JAMES MONROE.

The message was read.

FRIDAY, APRIL 12, 1822.

The two following written messages were received from the President of the United States, by Mr. Gouverneur, his secretary:

To the Senate of the United States:

Having cause to infer that the reasons which led to the construction which I gave to the act of the last session, entitled "An act to reduce and fix the military peace establishment of the United States," have not been well understood, I consider it my duty to explain more fully the view which I took of that act, and of the principles on which I executed the very difficult and important duty enjoined on me by it.

To do justice to the subject, it is thought proper to show the actual state of the army before the passage of the late act, the force in service, the several corps of which it was composed, and the grades and number of officers commanding it. By seeing, distinctly, the body in all its parts, on which the law operated; viewing, also, with a just discrimination, the spirit, policy, and positive injunctions of that law, with reference to precedents, established in a former analogous case, we shall be enabled to ascertain, with great precision, whether these injunctions have, or have not, been strictly complied with.

By the act of the 3d of March, 1815, entitled "An act fixing the military peace establishment of the United States," the whole force in service was reduced to ten thousand men, infantry, artillery, and riflemen, exclusive of the corps of engineers, which was retained in its then state. The regiment of light artillery was retained, as it had been organized by the act of 3d of March, 1814. The infantry was formed into nine regiments, one of which consisted of riflemen. The regiments of light artillery, infantry, riflemen, and corps of engineers, were commanded each by a colonel, lieutenant colonel, and the usual battalion and company officers; and the battalions of the corps of artillery, of which there were eight, four for the northern, and four for the southern division, were commanded by lieutenant colonels, or majors, there being four of each grade. There were, therefore, in the army, at the time the late law was passed, twelve colonels belonging to those branches of the military establishment. Two major generals and four brigadiers were likewise retained in service by this act; but the staff, in several of its branches, not being provided for, and being indispensable, and the omission inadvertent, proceeding from the circumstances under which the act was passed, being at the close of the session, at which time intelligence of the peace was received, it was provisionally retained by the President, and provided for, afterwards, by the act of the 24th of April, 1816. By this act the ordnance department was preserved, as it had been organized by the act of February 8, 1815, with one colonel, one lieutenant colonel, two majors, ten captains, and ten first, second, and third lieutenants. One adjutant and inspector general of the army, and two adjutant generals, one for the northern, and one for the southern division, were retained. This act provides, also, for a paymaster general, with a suitable number of regimental and battalion paymasters, as a part of the general staff, constituting the military peace establishment; and the pay department, and every other branch of the staff, were subjected to the rules and articles of war.

By the act of March 2, 1821, it was ordained that the military peace establishment should consist of four regiments of artillery, and of seven of infantry, with such officers of engineers, ordnance, and staff as were therein specified. It is provided that each regiment of artillery should consist of one colonel, one lieutenant colonel, one major, and nine companies, with the usual company officers, one of which to be equipped as light artillery; and that there should be attached to each regiment of artillery one supernumerary captain, to perform ordnance duty; thereby merging the regiment of artillery and ordnance department into these four regiments. It was provided, also, that each regiment of infantry should consist of one colonel, one lieutenant colonel, one major, and ten companies, with the usual company officers. The corps of engineers, bombardiers excepted, with the topographical engineers and their assistants, were to be retained under the existing organization. The former establishment, as to the number of major generals and brigadiers, was curtailed one-half, and the office of inspector and adjutant general to the army, and of adjutant general to each division, annulled; and that of adjutant general to the army instituted. The quartermaster, paymaster, and commissary departments were also specially provided for, as was every other branch of the staff, all of which received a new modification, and were subjected to the rules and articles of war.

The immediate and direct operation of this act on the military peace establishment of 1815 was that of reduction, from which no officer belonging to it was exempt, unless it might be the topographical engineers; for, in retaining the corps of engineers, as was manifest, as well by the clear import of the section relating to it, as by the pro-

visions of every other clause of the act, reference was had to the organization, and not to the officers of the corps. The establishment of 1815 was reduced from ten thousand to about six thousand men. The eight battalions of artillery, constituting what was called the corps of artillery, and the regiment of light artillery, as established by the act of 1815, were to be incorporated together, and formed into four new regiments. The regiments of infantry were to be reduced from nine to seven, the rifle regiment being broken. Three of the general officers were to be reduced, with very many of the officers belonging to the several corps of the army, and particularly of the infantry. All the provisions of the act declare of what number of officers and men the several corps provided for by it should thenceforward consist; and not that any corps as then existing, or any officer of any corps, unless the topographical engineers were excepted, should be retained. Had it been intended to reduce the officers by corps, or to exempt the officers of any corps from the operation of the law; or, in the organization of the several new corps, to confine the selection of the officers to be placed in them to the several corps of the like kind then existing, and not extend it to the whole military establishment, including the staff; or to confine the reduction to a proportional number of each corps, and of each grade in each corps, the object, in either instance, might have been easily accomplished by a declaration to that effect. No such declaration was made, nor can such intention be inferred. We see, on the contrary, that every corps of the army and staff was to be reorganized, and most of them reduced in officers and men; and that, in arranging the officers from the old to the new corps, full power was granted to the President to take them from any and every corps of the former establishment, and place them in the latter. In this latter grant of power, it is proper to observe that the most comprehensive terms that could be adopted were used, the authority being to cause the arrangement to be made from the officers of the several corps then in the service of the United States, comprising, of course, every corps of the staff, as well as of artillery and infantry, and not from the corps of troops, as in the former act, and without any limitation as to grades.

It merits particular attention, that, although the object of this latter act was reduction, and such its effect, on an extensive scale, five new offices were created by it; four of the grade of colonel for the four regiments of artillery, and that of adjutant general for the army. Three of the first mentioned were altogether new, the corps having been newly created; and, although one officer of that grade, as applicable to the corps of light artillery, had existed, yet, as that regiment was reduced, and all its parts reorganized in another form, and with other duties, being incorporated into the four new regiments, the commander was manifestly displaced, and incapable of taking the command of either of the new regiments, or any station in them, until he should be authorized to do so by a new appointment. The same remarks are applicable to the office of adjutant general to the army. It is an office of new creation, differing from that of adjutant and inspector general, and likewise from that of adjutant general to a division, which were severally annulled. It differs from the first in title, rank, and pay; and from the two latter, because they had been created by law, each for a division; whereas the new office, being instituted without such special designation, could have relation only to the whole army. It was manifest, therefore, that neither of those officers had any right to this new station, nor to any other station, unless he should be specially appointed to it, the principle of reduction being applicable to every officer in every corps. It is proper, also, to observe, that the duties of adjutant general, under the existing arrangement, correspond, in almost every circumstance, with those of the late adjutant and inspector general, and not with those of an adjutant general of a division.

To give effect to this law, the President was authorized, by the twelfth section, to cause the officers, non-commissioned officers, artificers, musicians, and privates of the several corps then in the service of the United States, to be arranged in such manner as to form and complete out of the same the force thereby provided for, and to cause the supernumerary officers, non-commissioned officers, artificers, musicians, and privates to be discharged from the service.

In executing this very delicate and important trust, I acted with the utmost precaution. Sensible of what I owed to my country, I felt strongly the obligation of observing the utmost impartiality in selecting those officers who were to be retained. In executing this law I had no personal object to accomplish, or feeling to gratify; no one to retain, no one to remove. Having, on great consideration, fixed the principles on which the reduction should be made, I availed myself of the example of my predecessor, by appointing, through the proper department, a board of general officers to make the selection, and whose report I adopted.

In transferring the officers from the old to the new corps, the utmost care was taken to place them, in the latter, in the grades and corps to which they had respectively belonged in the former, so far as it might be practicable. This, though not enforced by the law, appearing to be just and proper, was never departed from, except in peculiar cases, and under imperious circumstances.

In filling the original vacancies in the artillery, and in the newly created office of adjutant general, I considered myself at liberty to place in them any officer belonging to any part of the whole military establishment, whether of the staff or line. In filling original vacancies, that is, offices newly created, it is my opinion, as a general principle, that Congress have no right, under the constitution, to impose any restraint, by law, on the power granted to the President, so as to prevent his making a free selection of proper persons for these offices from the whole body of his fellow-citizens. Without, however, entering here into that question, I have no hesitation in declaring it as my opinion that the law fully authorized a selection from any branch of the whole military establishment of 1815. Justified, therefore, as I thought myself, in taking that range, by every the highest sanction, the sole object to which I had to direct my attention was the merit of the officers to be selected for those stations. Three generals, of great merit, were either to be dismissed, or otherwise provided for. The very gallant and patriotic defender of New Orleans had intimated his intention to retire, but, at my suggestion, expressed his willingness to accept the office of commissioner to receive the cession of the Floridas, and of Governor, for a short time, of that Territory. As to one, therefore, there was no difficulty. For the other two, provision could only be made in the mode which was adopted. General Macomb, who had signalized himself in the defence of Plattsburg, was placed at the head of the corps of engineers, to which he had originally belonged, and in which he had acquired great experience; Colonel Armistead, then at the head of that corps, having voluntarily accepted one of the new regiments of artillery, for which he possessed very suitable qualifications; General Atkinson, likewise an officer of great merit, was appointed to the newly created office of adjutant general; Brevet General Porter, an officer of great experience in the artillery, and merit, was appointed to the command of another of those regiments; Colonel Fenwick, then the oldest lieutenant colonel of artillery, and who had suffered much in the late war by severe wounds, was appointed to a third; and Colonel Towson, who had served with great distinction in the same corps, and been twice brevetted for his gallantry, in the late war, was appointed to the last remaining one. General Atkinson having declined the office of adjutant general, Colonel Gadsden, an officer of distinguished merit, and believed to possess qualifications suitably adapted to it, was appointed in his stead. In making the arrangement, the merits of Colonel Butler and Colonel Jones were not overlooked. The former was assigned to the place which he would have held in the line if he had retained his original lineal commission; and the latter to his commission in the line which he had continued to hold with his staff appointment.

That the reduction of the army, and the arrangement of the officers from the old to the new establishment, and the appointments referred to, were, in every instance, strictly conformable to law, will, I think, be apparent. To the arrangement, generally, no objection has been heard; it has been made, however, to the appointments to the original vacancies, and particularly to those of Colonel Towson and Colonel Gadsden. To those appointments, therefore, further attention is due. If they were improper, it must be either that they were illegal, or that the officers did not merit the offices conferred on them. The acknowledged merit of the officers, and their peculiar fitness for the offices to which they were respectively appointed, must preclude all objection on that head. Having already suggested my impression that, in filling offices newly created, to which, on no principle whatever, any one could have a claim of right, Congress could not, under the constitution, restrain the free selection of the President from the whole body of his fellow-citizens, I shall only further remark, that if that impression is well founded, all objections to these appointments must cease. If the law imposed such restraint, it would, in that case, be void. But, according to my judgment, the law imposed none. An objection to the legality of those appointments must be founded either on the principle that those officers were not comprised within the corps then in the service of the United States, (that is, did not belong to the peace establishment,) or that the power granted by the word "arrange" imposed on the President the necessity of placing in these new offices persons of the same grade only from the old. It is believed that neither objection is well founded. Colonel Towson belonged to one of the corps then in the service of the United States, or, in other words, of the military peace establishment. By the act of 1815–'16, the pay department, of which the paymaster general was the chief, was made one of the branches of the staff, and he and all those under him were subjected to the rules and articles of war. The appointment, therefore, of him, and especially to a new office, was strictly conformable to law. The only difference between the fifth section of the act of 1815, for reducing the army, and the twelfth section of the act of 1821, for still further reducing it, by which the power to carry those laws into effect was granted to the President, in each instance, consists in this: that, by the former, he was to cause the arrangement to be made of the officers, non-commissioned officers, musicians, and privates of the several *corps of troops* then in the service of the United States; whereas, in the latter, the term *troops* was omitted. It cannot be doubted that that omission had an object, and that it was thereby intended to guard against misconstruction in so very material and important a circumstance, by authorizing the application of the act, unequivocally, to every corps of the staff as well as of the line. With that word, a much wider range was given to the act of 1815, on the reduction which then took place, than under the last act. The omission of it from the last act, together with all the sanctions which were given by Congress to the construction of the law, in the reduction made under the former, could not fail to dispel all doubt as to the extent of the power granted by the last law, and of the principles which ought to guide, and on which it was thereby made the duty of the President to execute it. With respect to the other objection, that is, that officers of the same grade only ought to have been transferred to these new offices, it is equally unfounded. It is admitted that officers may be taken from the old corps, and reduced, and arranged in the new, in inferior grades, as was done under the former reduction. This admission puts an end to the objection in this case; for, if an officer may be reduced and arranged from one corps to another, by an entire change of grade, requiring a new commission, and a new nomination to the Senate, I see no reason why an officer may not be advanced in like manner. In both instances, the grade, in the old corps, is alike disregarded. The transfer from it to the new turns on the merit of the party; and it is believed that the claim, in this instance, is felt by all with peculiar sensibility. The claim of Colonel Towson is the stronger, because the arrangement of him to the office to which he is now nominated is not to one from which any officer has been removed, and to which any other officer may, in any view of the case, be supposed to have had a claim. As Colonel Gadsden held the office of inspector general, and, as such, was acknowledged by all to belong to the staff of the army, it is not perceived on what ground his appointment can be objected to.

If such a construction is to be given to the act of 1821 as to confine the transfer of officers from the old to the new establishment to the *corps of troops*, (that is, to the line of the army,) the whole staff of the army, in every branch, would not only be excluded from any appointment in the new establishment, but altogether disbanded from the service; it would follow, also, that all the offices of the staff, under the new arrangement, must be filled by officers belonging to the new establishment, after its organization and their arrangement in it. Other consequences, not less serious, would follow. If the right of the President to fill these original vacancies, by the selection of officers from any branch of the whole military establishment, was denied, he would be compelled to place in them officers of the same grade, whose corps had been reduced, and they with them. The effect, therefore, of the law, as to those appointments, would be to legislate into office men who had been already legislated out of office, taking from the President all agency in their appointment. Such a construction would not only be subversive of the obvious principles of the constitution, but utterly inconsistent with the spirit of the law itself; since it would provide offices for a particular grade, and fix every member of that grade in those offices at a time when every other grade was reduced, and among them generals and other officers of the highest merit. It would also defeat every object of selection, since colonels of infantry would be placed at the head of regiments of artillery—a service in which they might have had no experience, and for which they might, in consequence, be unqualified.

Having omitted, in the message to Congress at the commencement of the session, to state the principles on which this law had been executed, and having imperfectly explained them in the message to the Senate of the 17th of January last, I deem it particularly incumbent on me, as well from a motive of respect to the Senate, as to place my conduct in the duty imposed on me by that act in a clear point of view, to make this communication at this time. The examples under the law of 1815, whereby officers were reduced and arranged from the old corps to the new, in inferior grades, fully justify all that has been done under the law of 1821. If the power to arrange, under the former law, authorized the removal of one officer from a particular station, and the location of another in it, reducing the latter from a higher to an inferior grade, with the advice and consent of the Senate, it surely justifies, under the latter law, the arrangement of these officers, with a like sanction, to offices of new creation, from which no one had been removed, and to which no one had a just claim.

It is on the authority of these examples, supported by the construction which I gave to the law, that I have acted in the discharge of this high trust. I am aware that many officers of great merit, having the strongest claims on their country, have been reduced, and others dismissed; but, under the law, that result was inevitable. It is believed that none have been retained who had not, likewise, the strongest claims to the appointments which have been conferred on them. To discriminate between men of acknowledged merit, especially in a way to affect so sensibly and materially their feelings and interests, for many of whom I have personal consideration and regard, has been a most painful duty; yet, I am conscious that I have discharged it with the utmost impartiality. Had I opened the door to change, in any case, even where error might have been committed, against whom could I afterwards have closed it? and into what consequences might not such a proceeding have led? The same remarks are applicable to the subject, in its relation to the Senate, to whose calm and enlightened judgment, with these explanations, I again submit the nominations which have been rejected.

JAMES MONROE.

WASHINGTON, *April* 12, 1822.

To the Senate of the United States: WASHINGTON, *April* 12, 1822.

I renominate Nathan Towson to be colonel of the 2d regiment of artillery.

James Gadsden to be adjutant general of the army of the United States.

JAMES MONROE.

The messages were severally read; and,

On motion,

Ordered, That they be severally referred to the Committee on Military Affairs, to consider and report thereon; and that they be printed for the use of the Senate, under an injunction of secrecy.

On motion,

Ordered, That the message of the 21st January last, nominating to promotions and appointments in the army, be recommitted to the Committee on Military Affairs, further to consider and report thereon; and that it be reprinted for the use of the Senate, under an injunction of secrecy.

On motion,

Ordered, That the message of the 26th March, withdrawing certain nominations to appointments in the army, be referred to the Committee on Military Affairs, to consider and report thereon; and that it be printed for the use of the Senate, under an injunction of secrecy.

[Mr. Williams communicated to the Senate the following letter.]

Copy of a letter to the Hon. William Eustis, Chairman Military Committee, House of Representatives.

SIR: WAR DEPARTMENT, *January* 29, 1822.

I have submitted to the President, for his direction, your letter of the 17th instant, in which you state that the Committee on Military Affairs are of the opinion that the appointment of Colonel Gadsden to the office of adjutant general, when there were, at the time of his appointment, two adjutant generals in service; that the appointment of Colonel Towson, not at the time an officer in the line of the army, to be colonel of artillery; and the transfer of Lieutenant Colonel Lindsay, of the 7th infantry, to fill a vacancy in the 4th artillery, occasioned by the resignation of Lieutenant Colonel Mitchell, subsequently to the arrangement of the army, established May 17th, 1821, and after the 1st of June, the time limited by law for the organization of the army, are not conformable to the provisions of the law nor to the regulations of the army; and request me to communicate to them the grounds and authority on which the appointments and transfer before mentioned have been made: and I am directed by him to state to the committee, that, in making the appointments and transfer in question, he was governed by that construction of the laws and regulations in relation to the subject of inquiry which appeared to him conformable to their real intention, and to the principles established in reducing the army, under the act of the 3d of March, 1815, for fixing the peace establishment at the termination of the late war; the provisions of which act, in relation to the points in question, being similar to those in the act of the 2d March, 1821, under which the late reduction was made.

He also directs me to state to the committee, that he has submitted to the Senate the cases to which they have objected, as well as others of a similar character, growing out of the late reduction, by a nomination to them for their constitutional sanction.

The committee appear to be under a mistake as to the facts in relation to the appointment of Colonel Gadsden as adjutant general. Instead of two adjutant generals being in service at the time he was appointed, (the 13th of August last,) as the committee suppose, there was no officer of that grade in the service at the time. Col. Gadsden, in the arrangement of the army under the act making the late reduction, was retained as inspector general, which office he held before the reduction; and the adjutant generals of the northern and southern divisions, (Colonels Butler and Jones,) to whom it is supposed the committee refer, had been arranged, the former to the 4th infantry provisionally, and the latter to his place in the line of artillery, as will appear by a reference to the Register herewith transmitted. General Atkinson, who had been arranged to the office of adjutant general, declined accepting it, and Colonel Gadsden was appointed by the President to fill the vacancy, in conformity to the provisions of the tenth section of the act of the 24th of April, 1816, "for organizing the general staff," &c., which authorizes the President to appoint staff officers from the line of the army, or from citizens, without any limitation. But, admitting that the committee were correct in their statement, and that Colonel Gadsden, at the time of the reduction, had been arranged to the place of adjutant general, there being two adjutant generals then in service, instead of being retained as inspector general, the principles established in the reduction of the army, under the act of the 3d of March, 1815, would have fully justified the arrangement. The provisions of the two acts for reducing the army are, in relation to this point, precisely the same. In the reduction under the act of 3d March, 1815, Colonel Hayne, inspector general at the time, was provisionally retained as adjutant general of the north division, there being at that time eight adjutant generals in service; which arrangement received the sanction of Congress, in the act already referred to, of the 24th April, 1816, the tenth section of which confirmed the provisional arrangement of the staff officers.

In relation to the transfer of Lieutenant Colonel Lindsay to the corps of artillery after the 1st of June, the time limited by law for the reorganization, to which the committee object, as not being conformable to law and regulation, it is proper to observe, that it is fully supported by the precedent established in the reduction of the army under the act of 1815. Under that act, the Army Register, by general orders, (see Register for 1815, herewith transmitted, marked A,) was kept open to fill vacancies of any grade which might occur from among the reduced officers, from the 17th of May, 1815, to the 17th of May, 1816. Under this order, eighteen transfers from and to various corps, and sixty appointments from disbanded officers, were made, which will appear by reference to the general order of the 17th of May, 1816, a copy of which is herewith transmitted (marked B.) Under the late reduction, the Register was kept open, for the purpose of transferring only, from the 1st of June to the 1st of January last, as will appear by reference to the Register; and only two officers, Lieutenant Colonel Lindsay and Lieutenant Walker, were transferred, excepting such as were made on mutual application for that purpose. It may be said that a reduction so great as that which was made after the late war justified the principle then adopted, but that there existed no necessity to apply it to the late reduction. The difference between the two cases is no doubt great, as is the difference between the extent to which the principle was carried in them; but, to an objection to the *power* of the President under the laws and regulations, which the committee are understood to make, it is believed that the consideration of greater or less expediency can have no weight.

Lieutenant Colonel Lindsay, before the late reduction, was lieutenant colonel of artillery, in which corps he had served eight years; but, on the late reduction, he was arranged to the infantry. On the resignation of Lieutenant Colonel Mitchell, it was considered as an act of simple justice to transfer him back to his proper corps, from which, in the reduction, he had been removed only from the necessity of the case. It was, however, not an act of justice

to Lieutenant Colonel Lindsay only, but more emphatically so to three other meritorious officers. In the late reduction, Lieutenant Colonel Taylor and Major Woolley, on General Atkinson being arranged as colonel of the 6th infantry, would have been reduced, from necessity, as junior officers in their grades, to inferior grades, had not Lieutenant Colonel Lindsay been transferred to the artillery; which transfer, making a vacancy in the infantry of the grade which he held, restored the two former to the rank from which they had been reduced, and retained Captain Cobb in service by the arrangement. Such were the motives for the transfer, which were considered much stronger than those which opposed it. Had the transfer not been made, brevet Lieutenant Colonel Eustis would have been raised to a full lieutenant colonel, by promotion; brevet Major Wilson, to be major; brevet Captain Welch to be captain; and Second Lieutenant Cooper to be first lieutenant. Highly valuable as these officers are esteemed, with them it was a question of promotion; while, with the others, of equal merit, it was that of reduction; between which the President could not hesitate, believing he possessed the power. If the construction given to the act of 1815 should be supposed to be the one intended to be given to the act making the late reduction, (and it is not perceived how a different supposition can be admitted, the wording of the two acts being similar, and the construction given to the former being well known,) it would seem to admit of little doubt that the President was authorized to consider the military establishment, under the act making the late reduction, as not definitively closed at the time of issuing the general order of the 17th May, to which the committee refer, nor as being necessarily closed even on the 1st of June. The general orders designate, it is true, the officers to be retained, with their grades and corps; but the same orders announced that, until the 1st of January, the President, in conformity to the power exercised in the former reduction, did not consider the arrangement as to the corps to which the officers were attached as definitive, reserving, until that time, the right of making transfers. In keeping open the definitive adjustment of the establishment until the time specified, the President was governed by a due regard to the good of the service and to the just claims of the officers, by correcting, as far as it could be done with propriety, cases of great hardship, such as that of Lieutenant Colonel Lindsay, and the others connected with it.

It only remains to consider the case of Colonel Towson, to whose appointment in the corps of artillery it is objected by the committee that he did not belong at the time to the line of the army. The twelfth section of the act of the 2d March last, to reduce the military establishment, authorizes the President to "arrange the officers, non-commissioned officers, artificers, musicians, and privates of the several corps now in the service of the United States, in such manner as to form and complete out of the same the force authorized by this act." In considering the authority of the President under this section, it became a question with him whether it was the intention of Congress that each corps should be reduced and arranged by itself; that is, that those officers belonging to the corps of artillery or infantry should be retained only in the artillery or infantry, as the case might be, in their proper grades, and so in relation to the several branches of the staff; or that a more liberal construction should be given, so that the officers of the several corps might be arranged to any corps in the same, or different and inferior grades, care being taken that no officer should be removed without reason from his corps or grade. In determining which of these constructions ought to prevail, reference was had to the construction adopted under the fifth section of the act of 1815, fixing the peace establishment, from which the section under consideration was obviously taken, being in almost the same words. It was believed to be a fair deduction that Congress, in adopting the same provisions in both, intended that the two sections should receive the same construction; and, consequently, as the fifth section of the act of 1815 had received the freest construction, (see table herewith transmitted, marked C,) the President determined that Congress did not intend, in the act making the late reduction, that, in arranging the officers to constitute the present establishment, he should be restrained to the particular corps and grade to which they belonged, but that it was intended that he should give the same construction which the former act had received. He was confirmed in the belief that such was the intention of Congress from the fact, that, in the particular instance in which the wording of the two sections differ, that of the act making the late reduction is less limited; indicating, on the part of Congress, a disposition to enlarge rather than to restrain the power of the Executive; and from the manifest injury which would result from the opposite construction, both to the public and to the officers of the army. Were the officers of every corps and grade possessed of equal merit and claims on the public for length and importance of their service, but little inconvenience could result from adopting the most rigid construction; but, as that cannot be expected, it was obviously advantageous both to the public service and the officers that a more liberal construction should be adopted. Under a rigid construction, many cases of great hardship would have occurred. Not to notice many others, such a construction would have disbanded two general officers (Generals Macomb and Atkinson) of great merit, and having strong claims on the public, who, from the necessity of the case, could only be provided for in inferior grades and corps to which they did not belong, as general officers are not attached to any particular corps. Under the liberal construction adopted, and which was fully sanctioned by the precedent growing out of the former reduction, Colonel Towson, the paymaster general at the time of the late reduction, was appointed by the President to fill the rank of colonel in one of the regiments of artillery created by the act reducing the army, and being, consequently, an original vacancy. The army regulations provide (see fourth article of the regulations) that such vacancies may be filled by selection, at the discretion of the President; and there is in the act for reducing the army no limitation on the power of the President in filling the original vacancies under the act, which would restrain him in his selection either to the line or to the staff. The only limitation in this particular which can be inferred from the act is, that the selection should not extend beyond the military establishment, which comprehends the pay department as a portion of the staff. Under these impressions, the President did not hesitate to appoint Colonel Towson to the command of one of the new regiments of artillery, it being a corps in which he had in the late war acquired great experience and reputation both for himself and the country.

I have the honor to be, &c.

J. C. CALHOUN.

THURSDAY, APRIL 25, 1822.

Mr. WILLIAMS, of Tennessee, from the Committee on Military Affairs, to whom were referred the army nominations and the two messages of the President on that subject, reported as follows:

That they have carefully examined the reductions of the army, made in 1802 and 1815, for the purpose of discovering if there were precedents which would justify the course pursued in the reduction of 1821. The result of the examination is, that the three acts of Congress are substantially the same, but the practice under them has been widely different. In 1802 Mr. Jefferson executed the law strictly. In 1815 Mr. Madison departed from the law, by retaining officers in a grade below the rank they formerly held in the army; and, in 1821, not only was the precedent of 1815 pursued, but principles were introduced unknown to our military code. The provisions of the law of the 2d March, 1821, were disregarded in many particulars. The committee have examined the argument in the message which is intended to justify the transfer of Colonel Lindsay from the infantry to the artillery, subsequent to the 1st of June, 1821, and have formed an opinion different from that entertained by the President.

The transfer is attempted to be supported on the exception alleged to exist in the 75th article of the rules and regulations established for the government of the army, which article is in the following words: "The transfer of officers will only be made by the War Department, in orders, on the mutual application of the parties, *except in extraordinary cases.* See 63d article of war. Nor shall an officer be transferred into a regiment to the prejudice of the rank of any officer thereof. When officers are transferred at their own request, the order for change of station will specify the fact." On referring to the 63d article, which is in the following words: "The functions of the engineers being generally confined to the most elevated branch of military science, they are not to assume, nor are they subject to be ordered on any duty, beyond the line of their immediate profession, except by the special order of the President of the United States; but they are to receive every mark of respect to which their rank in the army may entitle them respectively, and are liable to be *transferred*, at the discretion of the President, from one corps to another, regard being paid to rank;" it will be seen that this article relates exclusively to the *engineer corps*, and, consequently, there is no legal authority for the transfer of Colonel Lindsay from the infantry to the artillery. The 75th article, referred to by the President, determines the principle, and in fact the rule, by which transfers can be lawfully made. The article provides "that the transfer of officers will only be made by the War Department, in orders, on the application of the parties, *except in extraordinary cases.* See 63d article of war," &c. It is not pretended, in this case, that the parties applied for a transfer; but, on the contrary, the transfer gave great displeasure, because it took away the rank and the right of promotion from all the officers under Colonel Lindsay in the corps of artillery, and gave to the infantry officers a fictitious rank, to which they were not entitled.

Independently of this view of the subject, which the committee consider conclusive, there is another ground, which places this question beyond the possibility of doubt. During the last session of Congress, the Book of Regulations was printed, and each member furnished with a copy. By comparing the 75th article in this book with the same article in the book lately printed for the use of the army, it will be found that the exception relied upon by the President is an *interpolation*, and is not in the original, submitted to Congress when that body was called on last session to enact these regulations into law. The President, however, submits to the Senate for confirmation only the names of the officers on the list accompanying the message. On examining this list, the name of Colonel Lindsay is not to be found. It is, therefore, in the opinion of the committee, not competent for the Senate, at this time, to control this illegal transfer.

The committee, on examining the new Register of the Army, find many irregularities, and beg leave to refer to one in the inspector's department. The 6th section of the act, passed the 2d of March, 1821, to reduce and fix the military peace establishment, provides that there shall be two inspectors general, with the rank, pay, and emoluments of colonels of cavalry. The terms of the act in relation to these two officers are precisely the same; but a construction has been given to the act very different as regards these two officers. One of them, Colonel Wool, is in service *without*, and the other, Colonel Archer, *with* lineal rank. This arrangement is calculated to produce great sensibility among the officers of the army, and to embarrass the service.

On the list accompanying the message of the 17th of January, Colonel Towson is nominated to the Senate in the following words: "*Second regiment artillery.*—Nathan Towson, late captain light artillery, to be colonel, 1st June, 1821." This nomination shows (what is the fact) that Colonel Towson, some years ago, was a captain in the light artillery, which office he resigned before he was appointed paymaster general. It is usual, both in the army and naval nominations, to state the former rank of the officers, to enable the Senate to determine whether their promotions are regular, and according to the principles of seniority. If this description of Colonel Towson's former rank in the army was given with this view, it is evident that the promotion is irregular, because it is to the prejudice of all the officers, under the grade of a colonel, who ranked this gentleman whilst he was an officer in the artillery. The President in his message does not rest the claims of Colonel Towson to the command of a regiment on the ground taken in the list of nominations, but further insists that the pay department, being a part of the military establishment, within the meaning of the act of 2d of March, 1821, "*constituted one of the corps of the army;*" and it was competent for him, under the provisions of said act, to appoint Colonel Towson to the command of one of the regiments of artillery; Colonel Towson having resigned the captaincy which he formerly held in the army, and accepted the office of paymaster general.

The message does not furnish the rule whereby he was translated from the pay department to the command of a regiment, in preference to his old rank of captain, or to a majority, or to the rank of lieutenant colonel. The message not having furnished a rule on this subject, the committee were compelled to look into the law and former usage; and they come to the conclusion that the paymaster general could not legally be transferred from that situation to the command of a company, battalion, or regiment, and that he did not constitute one of the *corps of the army;* that he was a salary officer, under bond and security; and the duties required of him were those of the quill, and not of the sword. The 12th section of the act of 2d March, 1821, is in the following words: "Sec. 12. *And be it further enacted*, That the President of the United States cause to be *arranged* the *officers*, non-commissioned officers, artificers, musicians, and privates of the several corps *now* in the service of the United States, in such manner as to form and complete out of the *same* the *force* authorized by this act, and cause the *supernumerary* officers, non-commissioned officers, artificers, musicians, and privates to be discharged from the service of the United States." The question arises, on the construction of this section, whether "*the pay department constituted one of the corps of the army*," out of which the President was required to arrange and complete the force retained by said act. The committee hold the negative of this proposition, and rely upon the law of the land and military usage to sustain them in this position.

It is provided in the 6th section of the act of the 24th April, 1816, that all paymasters, commissaries, and storekeepers shall be subject to the rules and articles of war, in the same manner *as commissioned officers: Provided, also*, That all officers of the pay and commissary departments be submitted to the Senate for their confirmation, in the same manner as the officers of the army.

Here are but two points wherein the three classes of officers above enumerated are likened unto *officers of the army.* But these apparent assimilations are not confined alone to these public agents. Officers of marines, when on shore, are subject to the "rules and articles of war;" and judges, foreign ministers, and most other officers under the Federal Government, are submitted to the Senate for confirmation. To be classed, therefore, with the officers of the army, so as to come within the obvious meaning of the above-recited 12th section of the act of the 2d March, 1821, the paymaster general should be clothed, by law, with other and more important military properties than the two above mentioned. But the President, in his message, insists that the pay department is a part of the military establishment. This is admitted. *Military establishment* is a comprehensive term, and includes every one subject to martial law. By recurring, however, to the 12th section of the act before cited, the words "military establishment" are not to be found. The terms used are, "the several corps now in service," out of which he was to "arrange" the force retained by the act. Admitting the paymaster general to be a staff officer, his duties are of a civil character, and may be classed with the commissary of purchases, the surgeon general, chaplains, storekeepers, wagon-masters, sutlers, &c. These officers have neither rank nor command in the army. They have no

prescribed uniform, nor do they wear either sword or epaulets. Their duties are peaceful. They are non-combatants. In civilized warfare, if taken prisoners, they would be liberated like other citizens; and the laws and usages of service distinctly mark their civil character. *Army corps* signifies a body of forces, not civil, but warlike; such as have prescribed uniforms and epaulets, wear swords, or carry arms, such as muskets, and bayonets, with which they meet and combat the enemy in the field. Major generals, brigadier generals, adjutant and inspectors general, and the like, properly speaking, constitute the staff of the army. They have command and "assimilated rank" in the army. They are men at arms, and wear prescribed uniforms, swords, and epaulets; and the laws and usages of service distinctly mark their warlike and military character. The argument in the message that the President had the whole range of the military establishment, out of which he could, at pleasure, select the commanders of regiments, if it prove any thing, proves too much. It has already been shown that this is a comprehensive term, and it includes not only paymasters, surgeons, chaplains, storekeepers, sutlers, &c., but also all retainers of the army who are subject to martial law, according to the usages of service. The President could, with the same military propriety, arrange any one of these civil characters to the command of regiments, as he could transfer Colonel Towson from the pay to the military department.

In the sixth paragraph of the third article of the army regulations, it is provided that "No officer of the staff, not having lineal rank, or rank *assimilated* thereto, shall command any officer whatever having such rank; but, on the other hand, the former shall be subordinate to the latter, under the following restrictions: 1st, the commissary general of purchases, the surgeon general, the *paymaster general*, and the apothecary general, to general officers only," &c. Here a clear distinction is taken between officers of the army having rank, and staff officers having no rank; the latter, to wit, purchasing commissaries, the surgeon, *paymaster*, and apothecary generals, are prohibited from commanding even a second lieutenant.

The position taken by the committee, in behalf of the army, is applicable to the navy also. The duties of a purser in the navy are analogous to the duties of a paymaster in the army. The principle which would justify the appointment of a paymaster to command a regiment would authorize the appointment of a purser to command one of our ships of the line, to the exclusion of the long list of gallant officers who have, by their valor, acquired so much renown for the country.

In the 8th section of the 1st article of the constitution of the United States, it is provided that Congress shall have power "to make rules for the government and regulation of the land and naval forces." In virtue of this power, Congress have directed, both in the land and naval service, that promotion shall be according to *seniority*. This principle has heretofore been held sacred. The army and navy were created for national purposes. By adhering to the principle of promotion, which is coeval with their existence, they will retain their national character. The individuals who compose these arms of national defence have rights secured by law; and when these rights are violated, it is their privilege to appeal to the tribunals of the country for redress, (as many officers have done on this occasion to the Senate, as a part of the executive council of the nation.) A departure from this principle would have the most fatal effect. It would verify the adage, that one campaign to Washington was worth two upon the lines. A system of favoritism in promotion would supply the place of law and regulation. The army and navy, instead of retaining their *national* character, would become the creatures of the Executive. Men of honor, whose rights had been violated, would be driven from the service, and those only retained who would patiently submit to any indignity. An army and navy composed of such materials, in times less virtuous than the present, would be dangerous instruments in the hands of those who would have the power to wield them. The committee believe that both law and policy unite in resisting every attempt to introduce such doctrines in our service.

The great object of the act of the 2d of March, 1821, was to reduce, and not to increase the military force of the country. But, with the view of improving the organization of the artillery, the battalions were converted into regiments, and four colonelcies were created. But it is denied that the office of adjutant general was created by that act, as will be hereafter shown. The question again recurs whether these four offices were to be filled by officers then in service, or by citizens, or by non-combatant staff officers. The President insists that he had the right to fill those offices from the latter description of persons. The committee hold the negative of that proposition. Before the passage of the act of the 2d of March, 1821, there were eleven regiments in service, to wit, one of riflemen, one of ordnance, one of light artillery, and eight of infantry. By said act, eleven regiments were retained, to wit, four of artillery, and seven of infantry. By the third section of the act, the *corps of engineers* was retained as *then organized*. When it is remembered that, before the passage of the act, there were *eleven* regiments, and the *same number* were retained by the act, it is a fair presumption that *all* the colonels, lieutenant colonels, and majors were intended to be retained. This presumption is strengthened, when it is distinctly recollected that this exposition was given of the act, by the committee who reported it, when the bill was discussed in the Senate. By recurring to the eleventh section of the act, this question rests no longer on presumption, but is made manifest by positive law. The eleventh section is in the following words: "That the officers, non-commissioned officers, artificers, musicians, and privates, *retained* by this act, except those specially provided for, shall have the same rank, pay, and emoluments as are provided in like cases by existing laws; and that the force authorized and *continued* in service under this act shall be subject to the rules and articles of war." The twelfth section of the act before referred to directs that "the President *cause to be arranged* the officers, &c. of the *several corps now in service*, in such manner as to *form and complete out of the same the force*" authorized by the act. The word *arrange* signifies "to put in proper order for any purpose." The purpose was to *reduce* the army to the standard pointed out by the preceding sections of the act, and to put in proper order the officers, &c. "*retained*" by said act. The committee believe they cannot be mistaken in this conclusion; and that the term *arrange* does not mean to *create*, and put out of order, as it has been interpreted in the late reduction of the army. The words of the act, in relation to the four regiments of artillery, are the same; but a construction has been given to it widely different. It has been made to mean "*to put in order*," as regards the first and third, and to "*create and put out of order*," as relates to the second and fourth regiments. Colonel Porter, who takes rank from the 12th March, 1812, is "*arranged*" to the first regiment of artillery, and Colonel Armistead, who takes rank from the 12th November, 1818, is "*arranged*" to the third. But Colonels Towson and Fenwick are "*appointed*" to the second and fourth regiments, taking rank from the 1st of June, 1821. The President's message of the 12th of April, 1822, when treating of the regiment of light artillery, formerly commanded by Colonel Porter, says: "that regiment was reduced, and all its parts reorganized in another form, and with other duties; being incorporated into the four new regiments, the commander was manifestly displaced, and incapable of taking the command of either of the new regiments, or any station in them, until he should be authorized to do so by a new appointment." The committee dissent from this proposition, and contend that the interpretation first given by the President to the twelfth section of the act, so far as relates to this officer, was the correct construction, and that he was authorized to "*arrange*" Colonel Porter to the command of either of the regiments of artillery, as he did "*arrange*" him to the first, without a re-appointment or nomination to the Senate, and that Colonel Porter was in the legal discharge of his official duties, under the commission which he had long before the reduction of the army. The

twelfth section of the act authorized the President, after arranging the officers, &c. out of the former, so as to complete out of the same the retained army, to cause the "*supernumerary*" officers to be discharged from the service of the United States. By the thirteenth section of the act, it is provided "that there shall be allowed and paid to each commissioned officer, discharged from the service of the United States, in *pursuance* of this act, three months' pay, in addition to the pay and emoluments to which he may be entitled by law, at the time of his discharge." The word "*supernumerary*" signifies above a stated number. The object of the act was reduction; and when the new standard was complete, by arranging from among the materials on hand, the residue or "*supernumerary*" officers were to be discharged, with three months' gratuitous pay. To discharge an officer legally, and pay him three months' additional pay, he must have been "*in service*" in the former army, and *no place* for *him* in the reduced army. He would then, and then only, be "*a supernumerary*," according to the provisions of the act, and then only could he be discharged in pursuance of the act. The committee regret to say that several officers of great merit, who would not suffer by a comparison with those retained, have been discharged with gratuitous pay, on the alleged ground that they were "*supernumeraries*," or that there was no place provided for them under the law, when, in truth and in fact, to the places provided for *them* by law, others, not contemplated by the act, were appointed. The message assumes the ground that Congress could "not, under the constitution, restrain the free selection of the President, from the whole body of his fellow-citizens, to appoint to these places." The constitution of the United States provides that "Congress shall have power to make rules for the government and regulation of the land and naval forces." Under this article of the constitution, it is competent for Congress to make such rules and regulations for the government of the army and navy, as they may think will promote the service. This power has been exercised from the foundation of our Government, in relation to the army and navy. Congress have fixed the rule in *promotions* and *appointments*. Every promotion is a new appointment, and is submitted to the Senate for confirmation. In the several reductions of the army and navy, Congress have fixed the rules of reduction; and no Executive, heretofore, has denied this power in Congress, or hesitated to execute such rules as were prescribed.

The President "*approved*" and *signed* the act of the 2d March, 1821, and *at that time*, made no declaration of an opinion that the law was unconstitutional, and thereby sanctioned its constitutionality. Having given his assent to this law, the committee believe he is, as well as all others, bound by it. The committee will not dispute the legal power of the President to discharge an officer from the land or naval service; but, in such case, the officer discharged would not be entitled to three months' additional pay, which has been paid to all the officers who have been put out of service in the late reduction. There is, therefore, no pretence for saying, as has been urged, that the President exercised his constitutional power in discharging several officers. He says himself he acted "*in pursuance*" of the law. In the second section of the second article of the constitution of the United States, it is provided "that the President shall have power, by and with the advice and consent of the Senate, to *appoint* all officers of the United States, whose appointments are not therein otherwise provided for, and which shall be established by law." By the construction heretofore given to this article, the Senate had the same power, and the same range of discretion to withhold their "*advice*" and "*consent*," that the President had to *nominate;* and the Senate would abuse the trust confided to them if they were to ratify nominations, when either policy or law required their rejection. In the message accompanying the "*re*-nominations" of Colonels Towson and Gadsden, it is urged that, "if an officer may be *reduced* and *arranged* from one corps to another by an entire change of grade, requiring a new commission and a new nomination to the Senate, there is no reason why an officer may not be *advanced* in like manner;" and the example of 1815 is relied upon in support of this position. It is true that, in the reduction of 1815, the law was departed from in the instance of retaining an officer in a grade below the rank he had before held in the army. A great proportion of the officers in 1815 were retained on this principle; and when their names were submitted to the Senate *a considerable time after* the reduction had been made, that body, with much hesitation, lent a reluctant assent to the arrangement, without supposing that this departure would be set up as a justification for another, still more dangerous to the rights and character of the army. The principle of razeeing having been recognised in 1815, the Senate, under the authority of that precedent, in the reduction of 1821, have ratified the nominations of Generals Macomb and Atkinson, and Major Dalliba, officers who were *razeed*. The Senate having, by their decision in the reduction of 1821, gone as far as the precedents of 1815 would justify, the committee think it proper to pause, and seriously to reflect, before they give their assent to the doctrines advanced in the message, whereby the President would be sustained in *advancing* second lieutenants to the head of our regiments, and midshipmen to the command of our ships of the line, to the exclusion of colonels and naval commanders who are in service under the law.

It is correctly stated in the message that the fifth section of the act of 1815 contains the words "*corps of troops*," and the twelfth section of the act of 1821 uses the term "corps," out of which the force retained was to be constituted. It is conceded that the omission had an object. But it was not intended that that omission should give to the President a wider range, or place his discretion above the provisions of the law, but was designed alone to improve the phraseology of the section, by omitting a superfluous word, without affecting the obvious meaning of that section. If it were necessary further to prove that the pay department does not constitute one of the "*corps*" of the army out of which the army *retained* was to be composed, the committee would refer to the commission issued to Mr. Brent, late paymaster, and signed by Mr. Jefferson; and also to the fact that this officer has heretofore been placed on the civil list in the different appropriation bills. These circumstances also distinctly mark his civil character.

If the committee should be mistaken in the correctness of the views before presented, (and they feel confident they are not,) there is a document among the proceedings of the board of general officers, which, independent of all other facts and arguments, proves incontestibly that the construction put by the committee on the act is the correct one, and that the proceedings of the board of general officers charged with the reduction of the army were not regulated either by the provisions of the law, or by any construction of it. The document is in the following words:

"The board of general officers, of which Major General Brown is president, being of opinion that Colonels Wadsworth, Bissell, King, and Smith should not be retained, beg leave respectfully to recommend that Brigadier General Atkinson be arranged to the office of adjutant general; that General Parker be appointed to the office of paymaster general, and that Colonels Towson and Bomford be appointed colonels of artillery.

"JACOB BROWN, *President.*"

"APRIL 13, 1821."

It is thus seen that the board of general officers, who were called in to aid in the execution of the law to reduce the army, and to "*arrange*" each officer to his proper place, *commenced* that work by recommending to the President *to put out four of the eleven colonels then in service*. The board did not pretend that these officers were "*supernumeraries*," or that it was necessary to discharge them as such. It is, therefore, manifest they substituted their own will and pleasure for the rule prescribed by law. It is in proof before the committee that the original

paper containing this recommendation was deposited in the adjutant general's office for safe keeping; and, afterwards, at the request of General Brown, it was delivered to him, who immediately destroyed it.

The committee have examined, with great care, the message renominating Colonel Gadsden to be adjutant general, and have looked in vain for an argument which could convince them that the decision lately made by the Senate was erroneous. It has been urged "that General Atkinson, who had been *arranged* to the office of adjutant general, declined accepting it, and Colonel Gadsden was *appointed* by the President to fill the vacancy, in conformity to the provisions of the 10th section of the act of the 24th of April, 1816."

If the provisions of this act were inconsistent with the provisions of the act of the 2d March, 1821, so much of the former act as is so inconsistent is repealed by the last-mentioned act, and, of course, the appointment is not supported by the authority relied on. But the committee are in possession of a copy of a letter from General Atkinson to General Brown, dated St. Louis, April 6, 1821, in answer to one which had been written to him on that subject, in which General Atkinson *positively* declines accepting the office of adjutant general. This letter was received by General Brown on the 27th of the same month, and *before* General Atkinson was arranged by the board to the office of adjutant general. When it was known *positively* that General Atkinson would not accept this office, why was he arranged to it? This arrangement was nominal, and could not but have the effect of evading the law, or creating a vacancy which did not before exist. And the committee are of opinion that the tender of this office to General Atkinson, with a knowledge that he would not accept it, did not produce a vacancy, and that, in deciding on the legality of Colonel Gadsden's appointment, this arrangement of General Atkinson must be left out of view. The 6th section of the act of the 2d March, 1821, is in the following words: "That there shall be one adjutant general and two inspectors general, with the rank, pay, and emoluments of colonels of cavalry." Before the passage of the act there were one adjutant and inspector general, two inspectors general, and two adjutants general. The object of the act was "*reduction*," and, with that view, the office of adjutant and inspector general was dispensed with, and also that of one adjutant general; and the two offices of inspectors general and one of adjutant general retained. This section having retained the two offices of inspectors general; and the 11th section, before cited, having *retained* the incumbents, it was not supposed by any one that either or both of them could be discharged as *supernumeraries* under the provisions of the act. By referring to the general order of May 17, 1821, it will be seen that those who were charged with the reduction of the army were of this opinion. The law left these officers where it found them, and the general order announced that they remained in the offices they before held. But a very different construction was given to that part of the same section which relates to the adjutant general. There were two adjutants general in service, Colonels Butler and Jones; and the committee insist, by a fair construction of the act, one of them was "*retained*," and the President was authorized only to elect which of the two should be "*discharged*" as a "*supernumerary*."

It is contended in the message that this was an "*original vacancy*," and it was competent for the President to discharge both Butler and Jones, and fill this office by *appointing* any other person. As the object of the act was to reduce the army, and not create offices, it is fair to presume that excision was intended to be applied only where there was an excess either in number or organization. This rule was applied to that part of the same section relating to the inspectors general. As it regards them, there was no excess, and all agree that they were retained by the law. Colonels Butler and Jones had the rank, pay, and emoluments of colonels of cavalry, the precise attributes of the adjutant general secured to the army by the act. But it is said that the adjutant general of a *division* was deemed not to be co-ordinate with the adjutant general of the *army*. On the subject of their duties nothing has been prescribed. The laws are silent. Their rank, pay, and emoluments are the same; and there is a perfect coincidence in all their endowments. The 5th section of the act provides that there shall be one major general and two brigadier generals. There were then in service two major generals and four brigadier generals, making an excess of one-half. According to the principle applied to the adjutant general, the commission of a major general commanding a *division* is inferior to the same commission when the same person commands the whole *army*. But the major general of the late northern *division* is now major general of the *army* of the United States, in virtue of his former commission. The two cases are precisely similar. There were two major generals, making an excess of one; it cannot be inferred that they were *both* to be disbanded, and some citizen on non-combatant staff officer to be *appointed* to command the army. Perfectly analogous is the case of the two adjutants general; but the rule applied to them by the board has been different. The major general of the late northern division now commands the whole army; but the two adjutants general are *both* and *singular* "*supernumerary officers*," and, as "*adjutants general*," have both been discharged from the service of the United States. The committee cannot believe that this is a fair construction of the act; particularly when the board of general officers charged with the reduction of the army have adopted a different rule in their *own case*, which is precisely parallel to the case of the adjutant general retained; and more especially when it is distinctly remembered that the construction now given to the 6th section of the act by the committee is the same which it received when the bill was discussed on its passage in the Senate. It has been further insisted, in support of the "*appointment*" of Colonel Gadsden, that it was fully justified by the retention of Colonel Hayne in 1815. It is true that in 1815, at the close of the war, there were eight adjutants general in service; and it is equally true that the law of 1815 "reducing and fixing the army," disbanded the whole of them, not retaining even one; but the law of 1821 says "there shall be one adjutant general," with all the attributes of the two officers of that rank then in service.

In the absence of law, therefore, President Madison, on his responsibility, chose "*provisionally*" to *add* to the army what the law had omitted, to wit, two adjutants general. This being the case, neither of the eight adjutants general had a right to demand of the Executive places of his own temporary creation. The Executive could select any one he chose to act as adjutant general, as he had exercised the power of creating those offices. Colonel Hayne could not have been "*retained*" as inspector general, because that office was abolished by law. For what purpose, then, can it be said that Colonel Hayne, inspector at the time, was "*retained*" as adjutant general? It certainly cannot be to elucidate the subject. It is evident, therefore, that the appointment of Colonel Gadsden is in no particular parallel with the appointment of Colonel Hayne. The latter *avowedly* was in the absence of all law on that subject, and the former *professedly* in pursuance of law. By tracing the progress of the principles for which the committee now contend, through the vicissitudes of the revolutionary war, it will be seen that the basis of our rules for the government of the army was established as early as the 30th of June, 1775; and by these rules "sutlers, retainers, and other persons of the army," (not being soldiers,) were made subject to the articles of war.

By a resolution of the 10th January, 1778, reducing the number of regiments on the continental establishment, it was directed, in order to avoid just cause of complaint as to rank, that those charged with the reduction were confined as nearly as possible *to the military line.*

By a resolution of the 27th May, 1778, it was ordained that aids-de-camp, brigade majors, and quartermasters, *heretofore* appointed from the line, were to hold their present rank, and be admitted again to the same, but were not to *command any one who commanded them while in the line.*

On the 3d of October, 1780, among other things, it was directed for the regiments to be *raised;* the commander-in-chief was to direct the officers of regiments to meet and agree upon the officers for them from among those who inclined to serve; and, when it could not be done by agreement, it was to be determined by *seniority*.

On the 22d of April, 1782, it had been found necessary to reduce the lieutenants of each regiment to ten, and it was provided that the reduction should be made from the supernumerary *junior* lieutenants in each regiment.

On the 7th August, 1782, it became necessary further to arrange the army, according to the resolutions of the 3d and 21st October, 1780; and for this purpose it was provided that the *junior* regiments should be draughted to fill the *senior* regiments, and the commander-in-chief should direct the officers of the line of each State to meet and agree who should command the troops so arranged; and when they could not agree, *the junior officers of each grade were to retire.* Under this resolution it became doubtful whether a senior officer could retire with honor, if he would; and, on the 19th November, it was, by another resolution, provided that the *senior officers of each grade* should, under the act of the 7th August, be retained, and that the redundant *junior officers* of the several grades should retire, but the commander-in-chief might permit a *senior* to retire. The committee appeal with veneration to this period of our military history for the correctness of the doctrines they now contend for, and cannot but mark the contrast between the principles then held sacred, and those which were introduced in the late reduction of the army.

In the 2d section of the 2d article of the constitution of the United States, it is provided that "the President shall have power to fill up all vacancies that may *happen* during the recess of the Senate, by granting commissions which shall expire at the end of their next session." If the offices to which Colonels Towson and Gadsden are nominated were original vacancies created by the act of the 2d March, 1821, the committee contend that they were not filled agreeable to the provisions of the constitution. The words "all vacancies that may *happen* during the *recess* of the Senate," evidently mean vacancies occurring from death, resignation, promotion, or removal; the word *happen* must have reference to some casualty not provided for by law. *Original vacancies* must mean offices created by law, and not before filled. Admitting, then, that the offices to which Colonels Towson and Gadsden are nominated were original vacancies created by the law to reduce the army, the Senate was *then in session*, and these nominations were not made during that session. From whence, then, does the President derive his power to fill those offices in the *recess* of the Senate? Certainly not from the constitution; because the Senate was in session when the law passed, and the appointments were made after the adjournment of Congress; and he had no power to make them in the recess, because the vacancies did not *happen* in the recess of the Senate. The committee believe this is the fair construction of the constitution, and the one heretofore observed. For many instances have occurred where offices have been created by law, and special power was given to the President to fill those offices in the recess of the Senate; and no instance has before occurred, within the knowledge of the committee, where the President has felt himself authorized to fill such vacancies without special authority by law. Hence the committee conclude, from the President's own showing, that the appointments of Colonels Towson and Gadsden were not authorized either by the constitution or law.

The committee take great pleasure in admitting the merits of these gentlemen, but believe that this consideration cannot fairly enter into the construction of the law and constitution. But they do not admit that their claims on the country are superior to those who have been put out of their proper places in the army, in order that these gentlemen might occupy them. And whilst the committee forbear entering into a comparative view of the merits of all the officers illegally discharged, and those put into their places, they must be permitted to say that General Bissel entered the service, as a soldier, about the year 1790, and, for his distinguished bravery at St. Clair's defeat, was promoted from a sergeant to an ensign, and has risen through every rank to that of a brigadier general in the late war; and that, in every situation, he has been distinguished for his bravery and correct military conduct. Colonel Smith has lately been recommended in the warmest terms by General Brown for the important office of Governor of Florida, and has been actually nominated by the President to the Senate for the office of judge of that Territory.

The committee are of opinion, if those officers merited dismissal in the judgment of the board, the reasons for their discharge should have been stated, and the necessity of the act justified; but that it cannot be correct to attribute it to the operation of the law of 1821, when the provisions of that act had no effect on the measure.

When the committee add their acknowledgment to the assertion of the merits of Colonels Towson and Gadsden, it is proper they should repel the inference that the rejection of their nominations by the Senate evinces a disregard of their merits, or an indifference to their just reward. Whether a suitable provision ought to be made for Colonel Towson is not now the question. That was done by the act. By it he was left in the office of paymaster general, a place of distinction and superior emolument. Colonel Gadsden, too, was left by the act in the office of inspector general, in which he might have been continued, and the necessity thereby avoided of reducing Colonel Jones, who had been twice brevetted for distinguished gallantry during the late war, to the rank of captain, which he held at its commencement.

The committee regret that there exists a difference of opinion between the President and Senate, and must express an unfeigned regret that, in the discharge of a paramount duty, they should have induced a suspicion of an arraignment of his motives, or a want of due consideration, on their part, of these nominations, when first presented. The questions at issue are not of a personal or political character, in which the merits of the officers are at all concerned, but are of law and constitution.

On such questions the President and Senate might differ, as do the highest judicial tribunals of our country, without a suspicion of unkind feelings. With that disposition to harmony and good feelings, which does, and is to be hoped always will, exist on the part of the Senate towards the Chief Magistrate of the nation, the committee have carefully examined the message of the 12th of April, 1822, and have not been able to discover any views in that message which were not presented, and duly considered, during the deliberations which occupied the serious attention of the Senate for more than two months before these nominations were rejected. However delicate the measure of sending back to the Senate nominations rejected by them, or however liable to abuse the practice in other times might become, the constitution does not prohibit the President from doing so; but, whilst it imposes no restriction on his discretion in this particular, the right belongs to the Senate to confirm or reject them. If a difference is thus produced, the Senate have no means of avoiding it, and it rests alone with the President to create or continue such collisions, at his discretion. Under the foregoing views, the committee believe it to be their duty to submit to the Senate the following resolution:

Resolved, That the Senate do not advise and consent to the "renominations" of Colonels Towson and Gadsden.

[Mr. Williams, of Tennessee, communicated to the Senate the following deposition.]

Deposition of General Parker.

Having been summoned before the Military Committee of the Senate of the United States, and having been required by them to state, in a deposition, the substance of my oral communication, which was made in answer to their inquiries relative to certain copies which were laid before the Secretary of War, with my letter of the 15th instant, and in relation to the reduction of the army, conformably to general orders of the 17th of May, 1821, I, Daniel Parker, depose and state, that, soon after the passage of the act to reduce and fix the military peace establishment, dated the 2d of March, 1821, I understood the Secretary of War to say that the Executive had determined to offer me the reduced rank, pay, and emoluments appertaining to the office of adjutant general, in which office the same duties before performed by me as adjutant and inspector general would be required, as far as should be found consistent with the new organization; that the same clerks who had been authorized by law for the adjutant and inspector general's office would be continued; and that the general officers to be retained would be called to this city to aid and advise in relation to some parts of the reduction. The arrangement, as it related to myself, was communicated by me to at least one of the generals, before their board met in April. During the session of the board, I was often ordered by the Secretary of War to make communications to them; and I was sometimes called on by the board for official information, between the 12th of April and the 14th of May, 1821. Their proceedings and views were not communicated to me, further than was necessary to enable me to answer inquiries. Two of the members of the board, in their individual and private capacity, as I understood, expressed to me a wish that I would take the office of paymaster general, and that such consent on my part would promote the service, as it would facilitate the desirable arrangement of making General Atkinson adjutant general, and Colonel Towson a colonel of artillery. I had understood General Atkinson was offered the 6th regiment, before the board met; and I stated, as well to those gentlemen, as to the Secretary of War, that several years since, when Atkinson was only colonel, he had said to me he would not exchange his regiment for the office of adjutant and inspector general, with the rank, pay, and emoluments of brigadier general, and that, of course, I was convinced he would not now take it with reduced rank, &c. When the papers were put into my hands by the Secretary of War, directing me to make out and publish the new army list as soon as practicable, I perceived that there were several contingent conditions of office, which seemed necessary to be published as explanations of the Register, and those, as well as the list, were copied. On a careful reading of those recommendations, I had some doubt whether all, and what part, should be published; and was going to the Secretary of War for his further directions in relation to them, when I was stopped at the room of the board of officers, which was then occupied by Generals Brown and Gaines; (General Scott, I believe, had left the city.) General Brown asked for those papers, all of which, I believe, were then in my hand, and commenced destroying them. I requested his forbearance, and stated that I received them from the Secretary of War, to whom I was then carrying them. He said they had a substitute, which would be given me. I immediately reported the fact to the Secretary of War, and left the further explanation for General Brown. I afterwards received, in lieu of them, on the same day, the recommendation which was signed by General Brown, and is published with the general orders of the 17th of May, 1821. The copies of three separate papers, dated April 13, May 8, and May 11, 1821, and signed by General Brown, were first taken, under the impression that they must necessarily be published, in explanation of the new army list. When the originals were withdrawn from me, and the one dated May 14 substituted, I retained the copies, because they related to my own official situation, in connexion with others. A transcript was taken, and furnished to the Secretary of War, on a recent application to know if I had any papers in relation to the late reduction of the army.

If all the papers referred to were not destroyed (as I am sure part of them were) by General Brown, they may perhaps be among the records and files of the late adjutant and inspector general's office, of which General Brown relieved me, on the 1st of June, by order of the Secretary of War, dated 31st May, 1821.

The foregoing contains, briefly, all that I understood to be deemed material in my answer to the inquiries of the Committee of Senate on Military Affairs, and is, to the best of my recollection and belief, a true statement.

DANIEL PARKER.

Sworn and subscribed, this 23d day of April, 1822, before me,

ENOCH REYNOLDS, *J. P.*

[Received by the committee after their report.]

GEORGE WASHINGTON, *President of the United States of America.—To all who shall see these presents, greeting:*

Know ye, that, reposing special trust and confidence in the integrity, diligence, and ability of Caleb Swan, of Massachusetts, I have nominated, and, by and with the advice and consent of the Senate, do appoint him paymaster of the troops of the United States, to reside with the army; and do authorize and empower him to execute and fulfil the duties of that office, according to law; and to have and to hold the said office, with all the rights and emoluments thereunto legally appertaining, unto him, the said Caleb Swan, during the pleasure of the President of the United States for the time being.

In testimony whereof, I have caused these letters to be made patent, and the seal of the United States to be hereunto affixed. Given under my hand, at the city of Philadelphia, this ninth day of May, in the [L. S.] year of our Lord one thousand seven hundred and ninety-two, and of the independence of the United States of America the sixteenth.

GEORGE WASHINGTON.

By the President:

TH: JEFFERSON.

The PRESIDENT *of the United States of America.—To all who shall see these presents, greeting:*

Know ye, that, reposing special trust and confidence in the patriotism, fidelity, and abilities of Robert Brent, I have nominated, and, by and with the advice and consent of the Senate, do appoint him paymaster of the army of the United States, in conformity to an act of Congress passed the sixteenth day of March, one thousand eight hundred and two, entitled "An act fixing the military peace establishment of the United States." This commission to continue in force during the pleasure of the President of the United States.

Given under my hand, at Washington, this first day of March, in the year of our Lord one thousand eight [L. S.] hundred and nine, and in the thirty-third year of the independence of the United States.

TH: JEFFERSON.

By command of the President of the United States of America:

JOHN SMITH, *Chief Clerk, acting Secretary of War.*

[Received by the committee after their report.]

The PRESIDENT *of the United States of America.—To all who shall see these presents, greeting:*

Know ye, that, reposing special trust and confidence in the patriotism, valor, fidelity, and abilities of Nathan Towson, I have nominated, and, by and with the advice and consent of the Senate, do appoint him paymaster general of the army in the service of the United States, to rank as such from the twenty-eighth day of August, eighteen hundred and nineteen. He is, therefore, carefully and diligently to discharge the duty of paymaster general, by doing and performing all manner of things thereunto belonging. And I do strictly charge and require all officers and soldiers under his command to be obedient to his orders as paymaster general. And he is to observe and follow such orders and directions, from time to time, as he shall receive from me, or the future President of the United States of America, or the general or other superior officers set over him, according to the rules and discipline of war. This commission to continue in force during the pleasure of the President of the United States for the time being.

Given under my hand, at the city of Washington, this eighteenth day of March, in the year of our Lord
[L. S.] one thousand eight hundred and twenty, and in the forty-fourth year of the independence of the United States.

JAMES MONROE.

By the President: J. C. CALHOUN, *Secretary of War.*

SIR: ST. LOUIS, *April* 6, 1821.

The letter of Colonel Wool, containing your propositions for me to accept the situation of adjutant general, under the new organization of the army, has been received. I have to offer you my thanks for the complimentary terms in which I am mentioned, but I must decline acceding to the proposals. I cannot go to Washington with degraded rank. The only situation, below my present grade, that I would accept of, has been offered to me by the Secretary of War—a regiment, with brevet rank of brigadier. With this I can wear out my time on a remote frontier till better times offer, when, if I merit it, I shall be rewarded. Accept my best wishes for your health and prosperity, whilst, with respect and esteem,

I am, my dear sir, your most obedient servant,

H. ATKINSON, *Brigadier General.*

Major General BROWN, *United States army, city of New York.*

MY DEAR GENERAL: HEAD-QUARTERS, WASHINGTON, *April* 13, 1821.

I am here, as you will perceive by the papers, for the purpose of aiding in the selection and arrangement of the officers to be retained in service, under the act of the 2d of March, reducing the military peace establishment. You will have seen, also, that Generals Gaines and Scott have been retained as brigadiers. General Macomb will, if agreeable to himself, be placed at the head of the corps of engineers, as colonel, with his brevet rank; and it is my anxious wish that you should be arranged to the office of adjutant general, with your brevet rank. As I am to be stationed here as general-in-chief of the army, it is to me a subject of deep interest to have an officer as chief of my staff in whom I can place, and the army and country repose, the most implicit confidence. You are that officer; and if, as I believe it will, the selection should fall upon you, as a friend who has rendered you some service, permit me to claim your acceptance of this situation in my military family. It is very possible that I may be the greatest gainer by this arrangement, but it will be a part of my duty to see that you are not a loser. Admitting that your command upon the Missouri is more agreeable to your views, I should hope that you would be willing to make some sacrifice to meet my wishes and the just expectations of the army.

It may be proper for me to say, in this place, that it appears to be a well digested and settled opinion here that the brigadiers are to be so arranged, that one of them will command upon the Atlantic, and the other upon the Mississippi, or western frontier, including the Gulf of Mexico; and should this arrangement be made, St. Louis, or some place in that section of the country, would be the head-quarters of the general commanding in the west.

I cannot close this letter without saying that it is my confirmed opinion that you can be more useful to yourself and the army, by accepting a situation that will place you under the immediate eye of the Government, than in any other which you can hold under the present law, and that it is your duty to accept the office of adjutant general, if it be assigned to you.

Your friend,

JACOB BROWN.

Brigadier General H. ATKINSON.

DEAR SIR: ST. LOUIS, *June* 15, 1821.

I have had the honor to receive your favor of the 27th April. The same reasons that I offered in my letter of the 4th May prevent me from accepting of the situation of adjutant general of the army.

I regret that it is not in my power, consistently with my own interest, to oblige you in your repeated requests to take a place in your staff.

With very great respect and esteem, I have the honor, &c.

H. ATKINSON,
Brigadier General United States army.

Major General BROWN,
United States army, Washington City.

MONDAY, APRIL 29, 1822.

Mr. Williams, of Tennessee, laid on the table the following papers, which were read:

[Received by the Military Committee on the day of its date.]

DEAR SIR: DEPARTMENT OF WAR, *January* 31, 1822.

Since I had the conversation with you, I have compared the 75th article, as printed in the Book of Regulations, with the same article in the document which was printed by the order of Congress at the last session; and it has resulted in an opinion that the words in the Book of Regulations, "except in extraordinary cases, see 63d

article of war," ought not to constitute a part of the text, but a mere matter of reference, introduced by the indexing, which was done after the adoption of the regulations by Congress; and that, consequently, the whole of those words ought to have been placed in a parenthesis, the omission of which, by the printer, has caused the apparent variation.

With great respect, I am, &c.

J. C. CALHOUN.

Hon. J. WILLIAMS.

[The following, with its enclosures, was received by the committee four days after their report.]

SIR: WAR DEPARTMENT, *April* 29, 1822.

I herewith enclose a deposition of brevet Major General Scott, accompanied by a letter from the Honorable Alexander Smyth to him, which satisfactorily explains the difference between the army regulations, as printed by the order of the War Department, under the superintendence of General Scott, and the manuscript which was laid before the House of Representatives, and printed by its order previously to the adoption of the regulations by Congress. By reference to the deposition and letter, it will be seen that the regulations printed by the order of this Department accord with those adopted by Congress, though they do not, in every particular, with the volume printed by the order of the House for its consideration, previously to the adoption of the regulations by Congress; and that, in particular, article 75, in relation to transfers, is correctly printed, as adopted.

I also enclose a letter from General Scott, in relation to the arrangement of General Atkinson to the place of adjutant general, under the act making the late reduction of the army, in which he states his reasons for believing, at the time, that General Atkinson would accept of that office in preference to the command of a regiment, which had been offered him by the President, through this Department.

Although my own impression (which was communicated to the board) was, that General Atkinson would probably prefer the command of the sixth regiment to the office of adjutant general, yet I did not believe it to be certain; particularly as I knew that the major general, to whom the adjutant was immediately attached, took a deep interest in his acceptance of that office, and would use his personal influence with him, to its full extent, to induce him to accept it.

Very respectfully, your obedient servant,

J. C. CALHOUN.

Hon. J. WILLIAMS,
Chairman of the Committee on Military Affairs.

SIR:

I accidentally omitted to enclose the letter of General Scott to which I referred in mine of this morning. I now enclose it.

Very respectfully, I am, &c.

J. C. CALHOUN.

Col. WILLIAMS.

SIR: WASHINGTON CITY, *April* 28, 1822.

I proceed to state what I recollect concerning the corrections made by you, in the system of field service and police, adopted by Congress at their last session, for the army of the United States.

As chairman of the Committee on Military Affairs in the House of Representatives, I received two printed copies, corrected by you, of the system. The first, I received directly from you, as I believe; the second, through the War Department, or the office of the adjutant and inspector general, which I understood to have your final corrections. This last was the copy which I intended that the regulations should be printed from; and I am very confident that, for that purpose, I deposited it with the clerk of the House of Representatives. It is also impressed on my mind, that I wrote either to the Secretary of War or yourself, referring to that copy as the one from which the regulations ought to be printed.

It is not in my power to say in what the copy which I suppose to have been deposited with the clerk differed from the copies which were printed for the use of the members of Congress. There were corrections of errors of the press, verbal alterations, and some additions, in the first copy; and, I believe, still more of the latter in the second copy, which was that deposited with Mr. Dougherty.

Very respectfully,

ALEXANDER SMYTH.

Major General SCOTT, *Washington City.*

WASHINGTON, *April* 27, 1822.

In compliance with your request, I will state, to the best of my memory and belief, the material circumstances known to me, relative to the recommendation of brevet Brigadier General Atkinson, for the office of adjutant general, made by the board of general officers, of which I was a member, assembled for the purpose of assisting in the late reduction of the army.

It is not deemed material for me to say what were my own wishes or opinion on that recommendation, though I am free to declare that I entertain for General Atkinson the greatest respect as an officer, and hold him in the closest esteem as a man.

On taking a view of the whole army list, and the general effect of the impending reduction, it very early occurred to the board, (I mean at least a majority thereof, either including or excluding myself individually,) that it would be desirable, in order to save the greatest number of valuable officers for the service, generally, to retain General Atkinson as adjutant general. Before, however, any decision was taken on the question, I understood from General Brown that he had written to General Atkinson, intimating what would probably be done by the board relative to the latter; and, afterwards, when the arrangement had been definitively made in that case, and in the others of importance connected therewith, I learned from General Brown that he had received a letter from General Atkinson, expressing a preference for his then situation, and a desire to be continued in it, with the reduced rank of colonel of the 6th infantry, and the brevet of brigadier of the army. Now there was an official letter of General Atkinson, addressed to the War Department, before the board at that time, in which it was dis-

tinctly seen what was his meaning as to *his then situation*, (for he was already advised, at the time of writing the letter, of his reduction to the rank of colonel,) viz: the command of a department, with, of course, the pay and emoluments of his brevet rank. But, understanding from you that he could not be continued in that command, (that is, that you would be obliged, under the law, to have but two great departments, for myself and General Gaines,) the board concluded that when General Atkinson should become acquainted with that decision, (of which he was then ignorant,) he would prefer the office of adjutant general to the immediate and sole command of the 6th regiment, particularly as all the difficulties in making the establishment at the Council Bluffs had been already overcome, and there was no longer room for activity or enterprise in that quarter. I feel myself at liberty to say that this was my own opinion, and appeared to be that of the other members of the board, down to the period of my leaving Washington to attend to other duties. I, however, never saw General Atkinson's letter to General Brown, nor do I know that it was shown to either yourself or General Gaines. I am confident it was not laid before the board. There were other considerations which contributed to the pursuasion last expressed above; such as General Brown's declared intention to write a second time to urge General Atkinson to accept; to inform him of the important contingencies which would depend on his decision, &c. &c. I was, at the time in question, not unacquainted with the opinion entertained by my friend General Parker on this subject, and the reasons on which it was founded; but, nevertheless, confidently expected a different result.

I have the honor to be, sir, very respectfully, your obedient servant,

WINFIELD SCOTT.

To the Hon. J. C. CALHOUN, *Secretary of War.*

Deposition of Major General Scott.

The deponent saith he was, some time in March, 1821, employed by the War Department to superintend, at Philadelphia, the printing of the book entitled "General Regulations for the Army;" that he, accordingly, carefully examined the *proof-sheets* as they successively came from press; that the articles of the book which had then been recently approved by Congress were *reprinted* with the most perfect good faith; that no alteration was, *after* the 2d of March, 1821, made in either of those particular articles, except in some very few instances, wherein a word was substituted for another, merely with a view to grammatical accuracy, without changing a principle; and excepting also some slight changes in article 38, ("organization of departments,") such as striking out "major general of the division;" striking out "assistant" before the words "inspector general," &c.; which changes were, in the opinion of the editor and compiler, (this deponent,) rendered necessary by the very act that approved the article; the act giving to the army, in those particulars, a new organization.

It remains for the deponent to explain *other variations* between the articles of the book first printed at Washington, by order of the House of Representatives, and the same articles reprinted at Philadelphia. The first printing was early in January, 1821; and the book was not sanctioned till the 2d of March following. Very early in this interval the deponent received several copies from the press of the public printer. On reading over one of them at Philadelphia, he discovered, besides *typographical* errors, (of which there were many,) that some of the articles of the book did not perfectly harmonize with others; that certain principles laid down required a greater development for practical purposes; and feeling much anxiety, in his capacity of compiler, for the literary and professional merits of the work, he immediately employed himself in correcting those errors and defects, which were more readily perceived in the *printed* shape the articles had then assumed. Having corrected, with *red ink*, two of the printed copies, so as to render them exact duplicates, this deponent retained one in his own possession, and sent the other through the War Department, (some time in February, certainly many weeks before the 2d March, 1821,) with a request that it might be laid before the Military Committee of the House, and accepted as the copy to be approved. This was accordingly done, as the deponent is again advised by the chairman of that committee, who is still a member of that House; and the deponent avers that the duplicate retained by him was the copy from which the articles approved by Congress were reprinted, as above stated.

In respect to article 75, ("transfers,") one of those altered or recast in February, as he verily believes, and transmitted as above, the deponent solemnly avers that he received from no person whatever any suggestion to make an alteration therein; that its present verbal shape was given to it on his own mere motion, without a view to any particular case then foreseen; that, in his humble opinion, the principles embraced in the article are professionally sound, right, and proper; that the words "except in extraordinary cases," inserted by him, were borrowed from the article on promotions, (see article 4, paragraph 1; which regulation is at least as old in our service as 1813,) where the same words will be found; giving to the Executive, in an analogous case, a greater power than he can exercise under the article on "transfers," even as it at present stands; that the reference in the last-mentioned article, to be found in these words, "see 63d article of war," was merely editorial, and not intended to make part of the text, but simply to assist the reader (as in numerous other places in the book) to find kindred legislation on the same subject.

The custom of printers in cutting up copy into leaves, it is presumed, is well understood. These detached leaves are sent by the printer, from time to time, and in parcels, with proof-sheets of the new impression, for the correction of the latter by the superintendent of the press, who, in the instance in question, was the deponent; the proof-sheets, being verified, are then returned to the printer with the original copy. The deponent has recently caused a search to be made for the original copy printed from in this case, but has only found one or two detached leaves among his own papers, probably left by accident, and nothing among the printer's papers. By him, after the new book was out of the press, those leaves were considered as mere waste paper, as is believed to be usual in such cases. The leaves found by the deponent contain no part of article 75, or any other that was altered between the first and second impressions.

WINFIELD SCOTT.

Sworn and subscribed before me, one of the justices of the peace for Washington county, in the District of Columbia, this 29th day of April, 1822.

T. H. GILLIS.

The Senate proceeded to consider the message of the 12th April, nominating Nathan Towson and James Gadsden to military appointments, together with the report of the Military Committee thereupon.

On the question, "Will the Senate advise and consent to the appointment of Nathan Towson to be colonel of the second regiment of artillery?"

It was determined in the negative: Yeas 17—Nays 25.

On motion,
The yeas and nays being desired by one-fifth of the Senators present,
Those who voted in the affirmative are,

Mr. Barbour,	Mr. Findlay,	Mr. King, of Ala.,	Mr. Rodney,
Brown, of Lou.,	Holmes, of Miss.,	Knight,	Southard,
Brown, of Ohio,	Johnson, of Ken.,	Lanman,	Stokes,
Eaton,	Johnson, of Lou.,	Parrott,	Talbot.
Edwards,			

Those who voted in the negative are,

Mr. Barton,	Mr. Lloyd,	Mr. Pleasants,	Mr. Van Buren,
Benton,	Lowrie,	Ruggles,	Van Dyke,
Chandler,	Macon,	Seymour,	Walker,
Dickerson,	Morril,	Smith,	Ware,
Gaillard,	Noble,	Taylor,	Williams, of Miss.,
Holmes, of Maine,	Palmer,	Thomas,	Williams, of Tenn.
King, of N. Y.,			

On the question, "Will the Senate advise and consent to the appointment of James Gadsden to be adjutant general?"
It was determined in the negative: Yeas 17—Nays 25.
On motion,
The yeas and nays being desired by one-fifth of the Senators present,
Those who voted in the affirmative are,

Mr. Barbour,	Mr. Findlay,	Mr. King, of Ala.,	Mr. Rodney,
Brown, of Lou.,	Holmes, of Miss.	Knight,	Southard,
Brown, of Ohio,	Johnson, of Ken.,	Lanman,	Stokes,
Eaton,	Johnson, of Lou.,	Parrott,	Williams, of Miss.
Edwards,			

Those who voted in the negative are,

Mr. Barton,	Mr. Lloyd,	Mr. Pleasants,	Mr. Thomas,
Benton,	Lowrie,	Ruggles,	Van Buren,
Chandler,	Macon,	Seymour,	Van Dyke,
Dickerson,	Morril,	Smith,	Walker,
Gaillard,	Noble,	Talbot,	Ware,
Holmes, of Maine,	Palmer,	Taylor,	Williams, of Tenn.
King, of N. Y.,			

So it was
Resolved, That the Senate do not advise and consent to the appointments of Nathan Towson and James Gadsden.

TUESDAY, APRIL 30, 1822.

Mr. Williams, of Tennessee, communicated the following paper, which was read:

APRIL 30, 1822.

I certify that I was one of the Committee on Military Affairs during the last session of Congress, and punctually attended each meeting of the committee, and frequently acted as chairman in the absence of General A. Smyth, who declined attending the committee after it was determined by them to reduce the army. At an early period of the session the regulations for the government of the army, compiled by General Scott, were referred to said committee. The House of Representatives had them printed. I further certify that no other or corrected copy was submitted to the examination, or received the approbation, of the committee. I am confirmed in this opinion from the fact that General Smyth did not attend at any meeting of the committee after the bill was reported to reduce and fix the military peace establishment of the United States, until that bill had passed the House, and was returned by the Senate with amendments. This bill was referred to the Committee on Military Affairs, and, when under examination, General Smyth attended. The particular subject of their consideration was, whether a major general and two brigadier generals, with their aids, should be retained in service. If the Book of Regulations was mentioned, I have not the least recollection of it; and my belief is, it was not. I am sure no corrected copy of the work was.

JOHN COCKE.

WASHINGTON, *April* 30, 1822.

We, the subscribers, were members of the Military Committee in the winter of 1821, and usually attended the meetings of said committee, and agree that the foregoing statement of facts by General Cocke is correct, according to our best recollection and belief.

JOSHUA CUSHMAN,
JOHN RUSS.

17th Congress.] No. 230. [1st Session.

OPERATIONS OF THE COMMISSARY'S DEPARTMENT.

COMMUNICATED TO THE SENATE, MAY 1, 1822.

To the Senate of the United States: WASHINGTON, *April* 30, 1822.

In compliance with a resolution of the Senate, requesting the President of the United States to cause to be laid before the Senate certain information respecting the practical operation of the system of subsisting the army, under the provisions of the act passed the 14th of April, 1818, &c., I herewith transmit a report from the Secretary of War, furnishing the information required.

JAMES MONROE.

DEPARTMENT OF WAR, *April* 29, 1822.

The Secretary of War, to whom was referred the resolution of the Senate, requesting the President of the United States "to cause to be laid before the Senate a report of the practical operation of the system of subsisting the army, under the provisions of the act passed the 14th day of April, 1818, together with a comparative view of the present and former mode of supplying the army; stating the rank of the officers, their number, and the number of the soldiers in actual service for each year; together with the amount of their pay and subsistence from the commencement of the military establishment;" has the honor to transmit, herewith, statements of the Second and Third Auditors, of the commissary general of subsistence, marked A, B, C, and a return of the army, marked D, by the adjutant general, which furnish the information required.

J. C. CALHOUN.

A.

SIR: TREASURY DEPARTMENT, SECOND AUDITOR'S OFFICE, *April* 25, 1822.

In obedience to the resolution of the Senate, of the 20th December last, requesting the President of the United States to cause to be laid before that honorable body "a report of the practical operation of the system of subsisting the army, under the provisions of the act passed the 14th day of April, 1818, together with a comparative view of the present and former mode of supplying the army; stating the rank of the officers, their number, and the number of the soldiers in actual service for each year; together with the amount of their pay and subsistence from the commencement of the military establishment," and referred to this office, I have the honor to enclose a statement showing the whole amount charged to contractors on the books of this office, for the supply of provisions to the United States troops and Indians, from the 1st June, 1816, to the 31st May, 1817.

It is proper to observe, that all the accounts relating to the subsistence of the army, prior to the former period, were settled by the accountant of the War Department, and turned over to the additional accountant; and that, subsequent to the 31st May, 1817, they have been adjusted in the office of the Third Auditor.

I have the honor to remain, with high respect, your obedient servant,

WILLIAM LEE.

Hon. J. C. CALHOUN, *Secretary of War.*

Amount paid to contractors, for the supply of provisions to United States troops and Indians, from the 1st of June, 1816, to the 31st of May, 1817.

Amount brought to their debit by warrant, - - - - -		$717,424 01
Amount of provisions deposited by former contractors, and with which the contractors for the above period are charged, - - - - - -		97,922 86
Amount due the United States by contractors, on account of former contracts, brought to their debit on their accounts for the above period, - - - - -		29,309 72
Amount charged to contractors on account of their having failed to supply, - -		11,069 73
		$855,726 32
From which deduct:		
Amount of provisions issued to Indians, - - - -	$19,466 87	
Amount of provisions deposited on the 1st June, 1817, to be disposed of by succeeding contractors, and with which they were charged, - -	35,881 73	
		55,348 60
		$800,377 72

TREASURY DEPARTMENT, SECOND AUDITOR'S OFFICE, *April* 24, 1822.

WILLIAM LEE.

B.

SIR: TREASURY DEPARTMENT, THIRD AUDITOR'S OFFICE, *April* 24, 1822.

In pursuance of the resolution of the honorable the Senate of the United States, requesting the President of the United States "to cause to be laid before the Senate a report of the practical operation of the system of subsisting the army, under the provisions of the act passed the 14th day of April, 1818, together with a comparative view of the present and former mode of supplying the army; stating the rank of the officers, their number, and the number of the soldiers in actual service for each year; together with the amount of their pay and subsistence from the commencement of the military establishment," and referred by you to this office for such information as the books and accounts on file therein would enable me to furnish; I have the honor to state, that all the accounts of the War Department which had been settled to the year 1812, and a number of those settled in that year, were transmitted, according to law, to the Treasury Department, for examination and revision, and were lost or destroyed at the burning of the public buildings in 1814; and, consequently, the information called for as to the period prior to the year 1813 cannot be furnished, the books of the office not having been kept, with reference to the objects of inquiry, so as to enable me to ascertain the facts; and that the accounts settled during that year, and those subsequently settled, though within the reach of the office, are of such a description, that the information could not be obtained without an investigation almost equal to another settlement of the accounts of all the paymasters and contractors during the late war, and requiring, therefore, a great length of time.

Subsequent to the war, the duty of adjusting the accounts for the pay and subsistence of the troops devolved on the Second Auditor, till the 1st of June, 1817, when the accounts for subsisting the army were directed to be

audited in this office. From that date to the 1st of June, 1819, the commencement of the commissariat system, constituting two entire years, the amount for provisioning the army, so far as the accounts of the contractors rendered and settled have enabled me to ascertain the same, was $1,561,076 25. Of this sum, however, it is proper to remark, $370,364 35 remain to the debit of the contractors, and for the recovery whereof suits have been instituted, which have not been decided on; and that, for such amount as may ultimately be recovered, the system for supplying the army by contract will be entitled to credit. But it is proper also to observe, as to the balances thus in suit, that it is believed credits to a large amount remain to be claimed for provisions issued, and the vouchers for which have not been rendered; and that large deductions have been made on the settlement of some of the accounts for charges not deemed admissible by the accounting officers, and the allowance whereof is nevertheless dependent upon the decisions of the courts and juries to whom the cases will be referred.

With great respect, your most obedient servant,

PETER HAGNER, *Auditor.*

The Hon. J. C. CALHOUN, *Secretary of War.*

C.

SIR: SUBSISTENCE OFFICE, WASHINGTON, *April* 24, 1822.

I have the honor to lay before you a statement showing the cost of subsisting the army for one year, commencing on the 1st of June, 1820, and ending on the 31st of May, 1821. This year has been selected, in preference to the one preceding, because of the expense necessarily attendant on the first operations of the new system. The contract year commencing 1st June, 1816, has been selected to contrast with the second year of the new system, because the contractors' accounts for the subsequent years are not finally adjusted, as appears by the letter of the Third Auditor, and the amount may be hereafter affected by decisions which may take place on them. In ascertaining the number of men subsisted in the contract years, under the former and present systems, I have deemed it most equitable to take the number of men in service, in the month of December, in each year, that period being the middle of the contract year.

In furnishing this statement, it may be proper to remark that, although the price of provisions was considerably lower in the year commencing on the 1st of June, 1820, yet the contracts were necessarily made in the fall of 1819, when provisions were not so much reduced in price as during the period embraced in the settlement. It may also be proper to remark, that considerable expense has accrued from the regular issue of fresh beef at the posts on the Missouri, Upper Mississippi, and at Green bay, by reason of the great distance cattle had to be driven, and the loss sustained in wintering them at those cold and remote points. I beg leave, also, to draw your attention to the subject of the commutation of the hospital rations, by which a supply of fowls, milk, vegetables, and other necessaries, is furnished to the sick, at considerable cost to the subsistence fund. The greatest expense, however, has accrued from the improvement in the quality of the ration issued under the new system. The pork is rather better than prime, but not so good as navy mess; and the flour is fine, and sometimes superfine. Under the old contracts, pork and flour of inferior brands could be issued, provided it was pronounced "merchantable" by two citizens; and I know of no instance wherein this was not the case.

With great respect, your most obedient servant,

GEO. GIBSON, *C. G. S.*

The Hon. JOHN C. CALHOUN, *Secretary of War.*

Cost of subsisting the troops of the United States for one year, commencing the 1st day of June, 1820, and ending the 31st day of May, 1821.

Amount of subsistence stores remaining on hand 31st day of May, 1820, at the different posts,			$91,895 65
Amount paid to general contractors for the period embraced,			371,915 15
Amount paid to special contractors for complete rations furnished recruits at the different rendezvous,			6,394 81
Amount of purchases made by the assistants, acting assistants, and military storekeepers, of fresh beef and hospital stores, not included in the contracts,	$137,681 61		
Amount of stationary, weights, measures, scales, &c.	5,804 41		
		143,486 02	
Amount of transportation, as per statement of the quartermaster general,			37,526 63
Amount of pay of the commissary general, his assistants, acting assistants, and storekeeper, as also officers, and others detailed for duty in the commissariat,			20,814 45
Amount of salaries of two clerks employed in the office at Washington,			2,150 00
Amount of the contingent expenses of the office,			607 36
Amount of balances in the hands of contractors, $3,200, and of assistant commissaries, $2,205 46, unaccounted for,			5,405 46
			680,195 52
From which deduct—			
Amount of subsistence stores on hand 31st of May, 1821, at the several posts,	117,535 67		
Amount of sales of damaged provisions, of sales to officers, and sales of empty boxes, barrels, &c.	12,194 69		
Amount of issues to Indians on the frontier posts, to laborers on fortifications, to men on board the revenue cutter at Mackinaw, and oxen turned over to quartermaster's department,	30,413 31		
Amount of issues to Spanish troops upon taking possession of the Floridas,	2,064 61		
Amount of beans, which article has been added to the ration under the commissariat system,	17,008 46		
Amount of sums recovered from contractors, as forfeitures on failure to deliver,	1,177 29		
Amount of subsisting 433 men more, during the year embraced by the caption, and the year 1816, making 158,045 rations, at 14½ cents per ration,	22,912 82		
		203,306 85	
			$476,888 68
Amount of subsisting the army under the old system,	$800,377 72		
Amount of subsisting the army under the new system,	476,888 68		
Difference,	$323,489 04		

GEO. GIBSON, *C. G. S.*

D.

Abstract of the general returns of the army for the years 1801, '2, '3, '4, '5, '6, '7, '8, '9, '10, '11, '12, '13, '14, '15, '16, '17, '18, '19, '20, *and* '21, *taken from the original returns on file in this office.*

DATE OF RETURNS.	DIVISION AND BRIGADE STAFF.				QUARTERMASTER'S DEPARTMENT.								ADJUTANT AND INSPECTOR'S DEPARTMENT.							ORDNANCE DEPARTMENT.						MEDICAL DEPARTMENT.												PURCHASING DEPARTM'T.			PAYMASTER'S DEPARTMENT.					
	Major generals.	Brigadier generals.	Aids-de-camp.	Brigade majors.	Quartermasters general.	Deputy quartermasters general.	Assist. dep. quartermasters gen'l.	Division quartermaster.	Brigade quartermasters.	Barrack master.	Deputy barrack master.	Forage masters.	Wagon masters.	Adjutant and inspector general.	Adjutant and inspector.	Adjutants general.	Inspectors general.	Assistant adjutants general.	Assistant inspectors general.	Brigade inspectors.	Commissary general.	Assistant commissary general.	Deputy commissaries.	Assistant deputy commissaries.	Conductor of artillery.	Inspector of artillery.	Physician and surgeon general.	Surgeon general.	Apothecary general.	Assistant surgeons general.	Hospital surgeons.	Hospital surgeons' mates.	Garrison surgeons.	Garrison surgeons' mates.	Surgeons.	Assistant surgeons.	Post surgeons.	Surgeons' mates.	Assistant apothecaries.	Commissary general.	Deputy commissaries.	Assistant commissaries.	Paymaster general.	Deputy paymaster general.	Assist. dep. paymasters general.	District paymasters.	Assistant district paymasters.	Paymasters.
December, 1801,	1	1	1	-	1	-	-	-	-	-	-	-	-	-	1	-	-	-	-	2	-	-	-	-	-	1	-	-	-	-	-	-	-	2	-	-	-	-	-	1	-	-	-	-	-	-
December, 1802,	-	1	1	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2	-	-	-	-	-	1	-	-	-	-	-	-
December, 1803,	-	1	1	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2	-	-	19	-	-	1	-	-	-	-	-	-
November, 1804,	-	1	1	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2	-	-	26	-	-	1	-	-	-	7	1	-
October, 1805,	-	1	1	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2	-	-	19	-	-	-	-	-	-	3	-	-
December, 1806,	-	1	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	20	-	-	1	-	-	-	2	1	-
September, 1807,	-	1	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	18	-	-	1	-	-	-	2	-	-
December, 1808,	-	1	1	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	13	-	-	1	-	-	-	1	-	-
May, 1809,	-	3	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	1	-	-	-	-	-	-	-	-	-	-	-	-	-	2	-	-	29	-	-	1	-	-	-	5	1	-
November, 1810,	-	3	3	-	-	-	-	-	2	-	-	-	-	-	1	-	-	-	-	2	-	-	-	-	-	-	-	-	-	1	1	-	-	2	-	-	24	-	-	1	-	-	-	7	2	-
November, 1811,	-	3	3	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	2	-	-	-	-	-	-	-	-	-	1	1	-	-	2	-	-	22	-	-	-	-	-	-	7	2	1
July, 1812,	-	3	3	-	-	-	-	-	1	-	-	-	-	-	1	-	-	-	-	2	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	13	-	-	-	-	-	-	1	1	2
February, 1813,	2	9	6	-	1	3	6	-	-	-	-	-	-	-	1	-	1	3	2	-	1	1	4	-	1	-	-	-	-	6	6	-	-	-	2	21	-	-	-	-	1	-	6	-	-
September, 1814,	6	14	20	9	6	15	28	-	-	1	1	2	4	-	-	7	7	13	14	-	1	1	10	11	1	-	1	-	1	20	37	2	22	-	-	-	-	4	1	9	6	1	1	2	20	5	-
February, 1815,	6	14	20	9	6	15	28	-	-	1	1	2	4	1	-	7	7	13	14	-	1	1	10	11	1	-	1	-	1	20	37	2	22	-	-	-	-	4	1	9	6	1	1	2	20	5	-
December, 1816,	2	4	-	-	2	2	4	-	-	-	-	-	-	1	-	2	2	4	4	-	-	-	-	-	-	-	-	-	1	8	14	-	-	-	-	23	-	-	2	1	2	5	1	-	-	-	-	-
December, 1817,	2	4	-	-	2	2	2	-	-	-	-	-	-	1	-	2	2	4	4	-	-	-	-	-	-	-	-	1	1	8	14	-	-	-	-	22	-	-	2	1	2	6	1	-	-	-	-	-
December, 1818,	2	4	8	-	1	2	16	-	-	-	-	-	-	1	-	2	2	4	4	-	-	-	-	-	-	-	1	1	2	-	-	-	-	-	-	40	-	-	2	1	2	6	1	-	-	-	-	-
November, 1819,	2	4	8	-	1	2	16	-	-	-	-	-	-	1	-	2	2	4	4	-	-	-	-	-	-	-	1	1	2	-	-	-	-	-	-	40	-	-	1	1	2	6	1	-	-	-	-	-
December, 1820,	2	4	8	-	1	2	15	-	-	-	-	-	-	1	-	2	2	4	4	-	-	-	-	-	-	-	1	1	2	-	-	-	-	-	-	40	-	-	1	1	2	6	1	-	-	-	-	-
December, 1821,	1	2	4	-	1	-	-	-	-	-	-	-	-	-	-	1	2	-	-	-	-	1	-	-	-	-	-	1	-	-	-	-	-	8	45	-	-	-	1	-	-	1	-	-	-	-	-	14

D—Continued.

DATE OF RETURNS.	Commissary general of subsistence.	Topographical engineers.	Assistant topographical engineers.	Military agents.	Assistant military agents.	Judge advocates.	Chaplains.	Military storekeepers.	ACADEMIC STAFF AND CADETS OF THE MILITARY ACADEMY.									FIELD AND REGIMENTAL STAFF AND COMPANY OFFICERS.												Total commissioned officers and cadets.	Mechanics of ordnance.	Non-commissioned officers, farriers, saddlers, drivers, artificers, musicians, and privates.	Aggregate.
									Superintendent.	Profes'r nat. and exp. philosophy.	Professor of engineering.	Professor of mathematics.	Assistant professor.	Chaplain and professor of ethics.	Teachers of French.	Teacher of drawing.	Sword master.	Cadets.	Colonels.	Lieutenant colonels.	Majors.	Adjutants.	Quartermasters.	Paymasters.	Surgeons.	Surgeons' mates.	Captains.	First lieutenants.	Second lieutenants.	Third lieutenants.	Cornets.	Ensigns.				
December, 1801,	-	-	-	-	-	1	-	-	-	-	-	-	-	-	-	-	-	9	-	4	15	6	6	6	6	7	68	89	31	-	-	-	257	-	3,794	4,051
December, 1802,	-	-	-	3	23	-	-	-	-	-	-	-	-	-	-	-	-	9	3	3	7	3	-	-	-	-	40	32	17	-	-	11	184	-	2,689	2,873
December, 1803,	-	-	-	3	18	-	-	-	-	-	-	-	-	-	-	-	-	10	3	2	7	3	-	-	-	-	41	33	26	-	-	11	184	-	2,302	2,486
November, 1804,	-	-	-	3	13	-	-	-	-	-	-	-	-	-	1	-	-	18	3	3	7	3	-	-	-	-	40	47	36	-	-	20	234	-	2,500	2,734
October, 1805,	-	-	-	-	3	-	-	-	-	-	-	-	-	-	-	-	-	3	2	2	6	2	-	-	-	-	35	35	31	-	-	16	162	-	2,567	2,729
December, 1806,	-	-	-	-	7	-	-	-	-	-	-	-	-	-	-	-	-	-	2	3	3	2	-	-	-	-	30	30	26	-	-	12	142	-	2,511	2,653
September, 1807,	-	-	-	-	5	-	-	-	-	-	-	-	-	-	-	-	-	-	1	2	1	1	-	-	-	-	34	35	30	-	-	13	146	-	2,629	2,775
December, 1808,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	3	3	5	-	-	-	-	-	96	86	73	-	3	40	328	-	5,384	5,712
May, 1809,	-	-	-	-	5	-	-	-	-	-	-	1	-	-	1	1	-	46	10	11	16	5	3	1	7	4	114	117	113	-	8	73	579	-	6,398	6,977
November, 1810,	-	-	-	1	-	-	-	-	-	-	-	-	-	-	1	-	-	37	9	9	14	7	4	4	7	3	121	114	90	-	-	8	478	-	5,478	5,956
November, 1811,	-	-	-	3	6	-	-	-	-	-	-	-	-	-	1	-	-	18	11	10	15	3	1	-	6	4	107	102	73	-	-	9	414	-	5,194	5,608
July, 1812,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	2	5	8	11	4	1	-	-	-	87	89	55	-	1	9	301	-	6,385	6,686
February, 1813,	-	-	-	-	-	-	-	-	-	1	-	-	-	-	1	1	-	-	30	31	45	23	18	15	24	40	326	314	309	-	8	206	1,476	-	17,560	19,036
September, 1814,	-	-	4	3	-	-	6	7	17	1	1	1	1	-	1	1	1	-	124	41	34	69	37	31	21	30	41	411	362	377	282	5	183	2,395	-	35,791	38,186
February, 1815,	-	-	4	3	-	-	6	7	17	1	1	1	1	-	1	1	1	-	124	41	34	69	37	31	21	30	41	411	362	377	282	5	183	2,396	-	31,028	33,424
December, 1816,	-	-	6	-	-	-	6	4	13	-	1	1	1	1	1	2	1	1	215	12	16	18	9	9	18	10	19	148	148	172	34	-	-	950	207	9,074	10,231
December, 1817,	-	-	6	2	-	-	5	4	16	-	1	1	1	1	1	2	1	1	220	12	16	18	17	14	19	11	19	136	119	123	19	-	-	867	79	7,500	8,446
December, 1818,	-	1	6	4	-	-	2	1	18	-	1	1	1	1	1	2	1	1	231	12	16	18	-	-	13	10	15	144	170	152	4	-	-	928	75	7,152	8,155
November, 1819,	-	1	6	4	-	-	2	-	28	-	1	1	1	1	1	2	1	1	244	12	16	18	-	-	15	10	17	147	170	145	4	-	-	949	115	7,442	8,506
December, 1820,	-	1	6	4	-	-	2	-	28	-	1	1	1	1	1	2	1	1	232	12	16	18	-	-	-	-	-	147	172	171	10	-	-	928	119	9,507	10,554
December, 1821,	-	1	6	4	-	-	-	-	13	-	1	1	1	1	1	2	1	1	241	12	12	13	-	-	-	-	-	106	144	146	-	-	-	788	53	4,932	5,773

ADJUTANT GENERAL'S OFFICE, WASHINGTON, *January* 9, 1822.

JAMES GADSDEN, *Colonel and Adjutant General.*

17th Congress.] No. 231. 1st Session.

EXPENDITURES OF THE WAR DEPARTMENT.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, MAY 1, 1822.

Mr. Tucker, of Virginia, from the Committee on the Accounts and Expenditures of the War Department, reported:

That they have examined the said accounts and expenditures, and they beg leave to detail the result of their inquiries and examinations, under the several heads of duty prescribed to them by one of the standing rules of the House.

1. Whether the said expenditures are justified by law?

The committee have perceived no expenditure that is unwarranted by law, unless the extra compensation, which is occasionally made to officers of the army for services not within their regular official duties, may be considered to be of that character. It would at first seem that, although an officer in the monthly pay of the Government is not bound to render every portion of his time to the public service, yet that he cannot perform such extra services without neglecting his stated regular duties, and that, most commonly, the time employed in the one is precisely so much taken from the other. But, on the other hand, it is represented to the committee, with some reason, that the practice of employing officers as clerks in the War Department may, in several ways, be advantageous to the public; that, while they are better able, from their more accurate professional and local knowledge, to judge of the propriety and the economy of distant disbursements, they themselves are improved in a species of knowledge which every officer is occasionally required to discharge, and which is indispensable to the offices of quartermaster, paymaster, and commissary; and, at the same time that their services are better done than they would be by an ordinary clerk, the cost to the Government, in their extra compensation, ought to be considerably less.

The committee were also at first inclined to think that the money paid to the Attorney General, under the sanction of the Secretary of War, for an argument in a case submitted to arbitrators, was not warranted by law; but, on a reference to the act of Congress which prescribed the duties of that officer, they find that they clearly do not comprehend the services rendered by him on this occasion, but are limited to the cases of the United States in the Supreme Court, and to giving legal counsel to the President and heads of Departments. The reasons assigned for this disbursement are, that the matter in controversy was of great magnitude, involving several hundred thousand dollars; that able counsel were employed by the opposite party; that no other counsel could be obtained, in whom the agents of the Government had equal confidence; and that the compensation allowed was not greater than is usually paid for similar services. If the practice be deemed objectionable, the committee think that the remedy which will be most consistent with the public interest will be to extend the duties of the Attorney General by law.

2. Whether the expenditures are supported by vouchers establishing their justness, both as to character and amount?

In those cases in which the rate of the expenditure is fixed by law, such as pay, rations, and the like, the committee have been content with a slight inspection of the accounts. Where there was latitude for more or less economy, either as to quantity or price, they have been more particular in their investigation; but where the disbursements were altogether discretionary, as in the case of contingencies, the committee have examined every voucher with the minutest accuracy. The result of their examination is, that the vouchers, in every instance, agree with the accounts; that, so far as the committee can judge, the items are, with some few exceptions, at the ordinary market rate as to price, and reasonable as to quantity. Among the exceptions, we would mention the commutation allowance to officers employed in extra service, such as surveying Mobile bay, in lieu of transportation, quarters, and fuel, and for making disbursements. This allowance was at the rate of $1,472 for officers of the rank of captain, according, as it is said, to long established regulations, which the committee think was too large an addition to their regular pay. The character, too, of many small items in the contingent expenses of the War Department, though sanctioned by usage in that and the other Departments, appear to the committee to be highly objectionable, such as the purchase of books by the subordinate officers of the Department, which have no connexion with their clerical or *bureau* duties. The increased expense incurred for carpets, maps, engravings, and newspapers, seems to be liable to a similar objection, though not of the same decided character.

3. Whether the disbursements have been made in conformity with the appropriation laws?

The committee know of no instance of an expenditure out of funds not appropriated therefor, except the $60,000 expended on Fort Calhoun be of this description. As the money appropriated for fortifications in 1820 was not specific as to the objects, it was at the discretion of the Executive to expend it on such of the fortifications as it should select. But if the appropriation act of 1821, which appropriated specific sums to the fortifications on the Chesapeake, at the time when the money, of which the above $60,000 was a part, was believed by the Legislature to be either expended, or about to be expended, in the Gulf of Mexico, be considered to have repealed so much of the act of 1820 as left the destination of the funds discretionary, then the expenditure of the $60,000 on the fortifications in the Chesapeake was not warranted by law, and ought to have been returned among the unexpended balances of the preceding year. The committee deem it unnecessary to add any thing further on this subject, as the facts of the transfer, and the considerations which induced it, are exhibited to the House in the letter of the Secretary of War of the 19th instant.

4. What further provisions are necessary for the proper application of the public money, and its economical disbursement?

The committee, in the course of their examination, have not been inattentive to this part of their duty. They are persuaded that, under the most vigilant and judicious administration, there will occasionally be some mismanagement, some waste, some peculation; and the most that can be effected is, to lessen the temptations and the facilities to these malversations, to provide for their early detection, and for indemnity to the public when detected. So far as concerns mere accountability, the committee consider the present system as unexceptionable and complete. But so far as regards economy, there has been considerable improvement within a few years, and there is probably room for still more. A brief statement of the course pursued in any branch of military expenditure, that of the Quartermaster's Department, for example, may serve to illustrate the security which the public have against injury and abuse. The accounts for supplies are first transmitted to the quartermaster general for investigation, who returns them to the quartermaster, if he thinks them palpably wrong, or, in a doubtful case, transmits them to the Third Auditor, with his remarks. They are examined by that officer with reference to the laws and regulations of the War Department, or the contracts that may have been made. If there are any items not embraced either by the regulations or contracts, they are specially referred to the head of the Department for his decision. They are then

reported to the Second Comptroller, and, if passed by him, they are returned to the Third Auditor, who enters them on his books, and communicates the same to the party. The evidences of these transactions, through all their details, are carefully preserved, and so methodically arranged as to be readily referred to. If, then, there is any charge that is illegal or extravagant; if any defect in the vouchers, or any delinquency, they can be discovered without difficulty by one at all conversant with accounts.

With a view to economy, the committee have no hesitation in saying that contracts by the Government should be confined to provisions, rations, wood, and such articles as have a stated market price to govern both the contractor and the agent of the Government. But fortifications, and other permanent works, ought always to be built under the direction and superintendence of a capable and responsible public officer. Experience has shown that the contracts are seldom or never executed, unless they are advantageous to the undertaker. Where they are not fulfilled, the contractor often proves insolvent; and when his securities are sufficient, the Government has, in lieu of the work it contracted for, and the money it had advanced, a law-suit that is always tedious and troublesome, and sometimes abortive. Nor can there ever be that security for the goodness of the workmanship or materials, in the case of private contracts, as when the work is conducted by a respectable officer.

The committee would further suggest, that, where large sums are placed in the hands of agents and superintendents of the Government, they should be required to deposite the same in some convenient and responsible bank, (to be designated by the head of the Department,) in the name of such person, as agent; that the money should be drawn by him in that character; and that he should send weekly or monthly statements of his bank account to the War Department. Though such regulations would not always prevent the agent from using the public money as his own, it would have an evident tendency to lessen the chance of it, and to give early intimation of it when it did happen.

5. Whether any retrenchments can be made in the expenditure of the War Department without detriment to the public service?

The committee addressed a letter to the Secretary of War, on the 4th of March last, to inquire whether the number of clerks in the War Department proper, as well as in the Engineer, Ordnance, and Pay Departments, could not be reduced; to which he replied that the number would not admit of further present reduction. His letter, with its enclosures from the Engineer, Ordnance, Pay, and Quartermaster's Departments, are hereto annexed, and marked A, B, C, D, and E. The present organization of the War Department, by which its business is distributed into distinct *bureaus*, or sub-departments, requires a great number of clerks; but it has been found conducive not only to despatch, regularity, and the accountability of public officers, but also to economy of disbursement. The committee think that it would be a mistaken economy which would, to save the salaries of a few clerks, run the risk of having this important branch of the national administration imperfectly executed. And, although their compensation is somewhat higher than is paid in the neighboring States for similar services, yet it is presumed the public will in general be compensated for their liberality by the greater skill and respectability of its officers. None of the preceding remarks are meant to apply either to the Indian trade or Indian agencies, which have not much occupied the attention of the committee, as those subjects have been particularly submitted to several different committees of the House.

The committee think that it would check the irregular and improper disbursements to which they have before adverted, if the appropriation for the contingencies of the War Department should be sub-divided into specific sums for printing, stationary, fuel, and miscellanies, (these several items not so materially varying in different years as to produce inconvenience,) as the advantages of specific appropriations are now universally admitted; and they also think that it would further the objects of such a change, if the disbursements were made for all the offices of the War Department by one of its clerks specially appointed for that purpose.

6. Whether any abuses exist in the failure to enforce the payment of moneys due to the United States by public defaulters or others?

Cases of delinquency have of late years been very frequent, and much greater delay than seems necessary has taken place in recovering the money from the defaulters, and in conducting the suits against them to a termination. These suits are now placed under the direction of the Fifth Auditor of the Treasury; but it has been suggested that it would greatly tend to hasten their decision, and thereby to prevent much loss to the United States, if they were placed under the direction and superintendence of the Attorney General, whose duty it should be to correspond with the several district attorneys, direct the institution of suits against delinquents, attend to them throughout their progress, and aid by his counsel in removing such delays and impediments as may occur in their prosecution. These duties, which could be well performed only by a law officer of talents and weight of character, it is thought would be very advantageous to the national Treasury.

The committee will now take occasion to remark, that the duties prescribed to them, to be completely executed, require much time and labor; and the more, because most of their examinations are made at the offices of the War Department, to avoid the trouble and risk of removing so large a number of accounts and vouchers. They think it highly desirable that the duties should be performed in the early part of the session, that the Legislature may thereby be able to correct abuses, if they exist; and if they do not, to remove unfounded causes of distrust, and restore the public confidence; for, next to the evil of having a wasteful and corrupt Government, is the belief that we have one. The committee think that this early investigation cannot be performed with that minuteness and accuracy which will make it useful, without increasing the number of the committee. Influenced by the preceding considerations, they offer the following resolutions:

Resolved, That the standing rules of this House shall be so amended as that the Committee on the Accounts and Public Expenditures relative to the War Department shall hereafter consist of seven members.

Resolved, That the Committee on the Judiciary shall inquire into the expediency of enlarging the duties of the Attorney General.

A.

SIR: DEPARTMENT OF WAR, *March* 8, 1822.

I have received your letter of the 4th instant, relative to a reduction of clerks in this Department, as well as in the Engineer, Ordnance, and Pay Departments.

The law of the 20th of April, 1820, allows to the War Department twenty-three clerks, whose compensation is fixed at $25,800.

Owing to the diminution of business in the section of bounty lands, the number was reduced last year to nineteen, whose compensation is $23,400. As it is not calculated any further diminution of business will take place this year, a like number of nineteen, with the same compensation, will be necessary. Of this number, five are employed in the section of bounty lands, and are not more than adequate to the management of that branch of the business of the Department. Nine are employed in the Pension Office, and it is believed no reduction in the number of clerks can be made without injury to the public in that branch of the business of this Department. Five, including the chief clerk, are employed in the War Office proper. Of these, one is wholly employed upon

Indian affairs; one in recording; one in keeping the register of letters received, and filing them; and one in keeping the warrant book.

In relation to the clerks in the Pay Department, I enclose, herewith, a report of the paymaster, by which it will appear no further reduction can be made in that department, consistently with the good of the service. It will also appear, by the same report, that a reduction from seven to three has already been made in that office since the late reduction of the army.

In relation to the number of clerks employed in the Engineer and Ordnance Departments, I also enclose, herewith, reports from the chief engineer and the lieutenant colonel of ordnance, by which the committee will see that the present number employed in those departments is considered not more than adequate to the discharge of the business of their respective offices, and that it cannot be reduced without injury to the public.

It is proper to observe, that this Department promptly reduces the number of clerks employed whenever the state of the business will admit of it, without regarding the number authorized by law to be employed.

I have the honor to be, your obedient servant,

J. C. CALHOUN.

Hon. GEORGE TUCKER,
Chairman of Committee on Expenditures of War Department, H. R.

B.

SIR: ENGINEER DEPARTMENT, WASHINGTON, *March* 6, 1822.

In obedience to your orders of yesterday, requiring "*a report whether or no the clerks in this office can be reduced*," I have the honor to state, that the number employed at this time is two, and both of whom are indispensably necessary for keeping up the files of this department, and copying the various reports, letters, and other documents concerning the engineer service and the Military Academy. I therefore report, that it is my opinion that they cannot be reduced without manifest injury to the service.

I have the honor to be, sir, very respectfully, your obedient servant,

ALEX. MACOMB, *Maj. Gen.*

C.

SIR: ORDNANCE DEPARTMENT, *March* 7, 1822.

In compliance with your orders to report "whether the number of clerks in this office can be reduced," I beg leave respectfully to state, that the business of the Ordnance Department having recently been considerably increased rather than diminished, it is not deemed that a less number of clerks than now employed can be safely dispensed with. The causes are as follows: Since the law merging the corps of ordnance with the artillery, I have caused, agreeably to your orders, the accounts of all the moneys disbursed for the ordnance service, previously to their being laid before the Second Auditor for settlement, to be examined, and passed (if approved) by this office; a business requiring much time and care for its proper performance, and which, it is expected, will produce beneficial public effects.

Your transfer, also, of the charge of the lead-mine lands in the western and northwestern States to this office has added to its business concerns; as, from the irregular and unproductive state in which those mines have hitherto been left, it will require considerable attention and labor to render them as productive to the United States as it is hoped and believed they may be made.

The extensive correspondence carried on by this department with every (the most remote) part of the United States, with the arsenals and depots, the national armories, and private contractors for arms, the military posts and garrisons, &c., also gives constant and great employment for the clerks now engaged. In fact, judging from the recent and accumulated business of the office, an additional clerk could find sufficient employment; and it may therefore be inferred that the public business would be seriously delayed and injured were the present number of clerks to be reduced.

With great respect, I am, sir, your most obedient servant,

G. BOMFORD, *Lieut. Col. on ordnance duty.*

Hon. J. C. CALHOUN, *Department of War.*

D.

SIR: PAY DEPARTMENT U. S. ARMY, WAR OFFICE, *March* 7, 1822.

On your order of the 5th instant, which I have just received, requiring me to "report whether or no the number of clerks in this office can be reduced," I have the honor to state, that, since I was appointed paymaster general, the number of clerks in this office has been reduced from seven to three. With these I have discharged all the current duties of the office; and I believe, with close application, we shall be able to meet promptly all the duties which may hereafter be required conformably to the laws and existing regulations. The compensation required for the clerks in this office for this year is $4,950 less than was allowed by the act of the 20th of April, 1818; and I am convinced the number of clerks cannot be further reduced without embarrassment and injury to the service. For a more detailed report on this subject, I take the liberty to refer to the letter I had the honor to lay before you on the 26th of June last.

I have the honor to be, with perfect respect, your obedient servant,

D. PARKER, *Paymaster General.*

To the SECRETARY OF WAR.

E.

SIR: PAY DEPARTMENT U. S. ARMY, WAR OFFICE, *June* 26, 1821.

Agreeably to your order, I have the honor to report, after having looked into the details, that, in addition to my own labor, I believe three clerks will be constantly required in this office.

One will be charged with the examination of paymasters' accounts in detail, and keeping the records of remittances, disbursements, &c.; one will endorse the letters received, enter them in a book kept for that purpose, and copy and record letters; the other must aid in the details of estimates, assist in copying, and such other casual service as may be required for a prompt discharge of the duties of the department. I have not yet had an opportunity to discover the full strength of the gentlemen of the office; they all appear to be intelligent and competent. I contemplate this distribution of labor, reserving a full share for my best exertions, under the limit you have giv...

me of "the smallest efficient force for the current duties of the office." I am convinced, however, this arrangement will require our constant attendance, and will leave us no idle time during regular office hours. I am not fully certain that we shall be able to discharge all the duties required; but I am the more willing to make the experiment, having always found that the less the number of men employed, if competent to the work, the better the work is done.

The pay of the gentlemen should be equal to the labor required, and I anticipate in this the three best salaries heretofore given. Colonel Towson stated to me that Mr. Frye, Mr. Ramsay, and Mr. Andrews were the three first to be retained. I am satisfied with those gentlemen, and the current duties, at this time, are fully within our grasp. A month, however, is not a fair experiment, and I have before informed you that the records of the office are not complete. There is no letter-book from the 26th of March to the 11th of October, 1814, an important period of the war; and there is no letter-book from the 9th of April, 1816, to the 18th of October, 1819. The rough copies of the letters are on file, and in boxes, and should be recorded in the letter-book. One of the disbanded clerks, who had been but a short time attached to the office, is sick; the other three have great merit; they served during the war, and ever since. They have not yet been able to make arrangements for other pursuits. I have, therefore, to submit, for your approbation, that I be allowed to divide the letter file referred to, give to each a book, and allow them three months from the 1st of July to bring up the records.

I have the honor to be, &c.

D. PARKER, *Paymaster General.*

The Secretary of War.

17th Congress.] No. 232. [1st Session.

SYSTEM OF FIELD SERVICE AND POLICE.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, MAY 6, 1822.

Mr. Eustis, from the select committee, to whom was referred the resolution of the House of Representatives of the 1st instant, directing an inquiry as to the publication of the field service and police adopted for the government of the army at the last session of Congress, reported:

That they have used their best endeavors to ascertain every fact that appeared material to the true understanding of the conduct of the individuals, and of the occurrences involved in the transaction. It appears that, on the 26th of December, 1820, the Speaker laid before the House of Representatives a letter from the Secretary of War, transmitting a system of field service and police, prepared in obedience to a resolution of a previous session; which letter and document were referred to the Military Committee. This document was in manuscript, and was compiled by Major General Scott, of the United States army. The manuscript was ordered to be printed, and a copy laid upon the desk of each member. On the 23d of January, 1821, a bill "to reduce and fix the military peace establishment," reported by the Military Committee, passed the House of Representatives. This bill contained no section in relation to the "rules and regulations for the field service and police of the army." That, on the 24th of February, a substitute for this bill, by way of amendment, passed the Senate, was sent to the House on the same day, and referred to the Military Committee; nor did this bill contain any provision in relation to the "rules and regulations." On the 27th of February, the chairman of the Military Committee reported the bill of the Senate with sundry amendments, and, among the number, *the fourteenth section of the act of* 1821, adopting the "rules and regulations" now the subject of inquiry; which finally passed both Houses in that shape.

In determining the question "whether the system of field service and police, adopted at the last session of Congress, has been published in form and effect different from the system adopted," the committee find that the copy printed and laid before Congress, and the one adopted, is different in several essential points from the copy published and distributed amongst the army. This difference is, however, accounted for in a satisfactory way. It appears, from the statements submitted to the committee, that, on printing the manuscript laid before Congress, several copies were forwarded to General Scott, for his correction. That he made many corrections of typographical errors and other particulars, and returned a copy, thus corrected, to the chairman of the Military Committee. That, on a more careful examination of the work, General Scott was induced to make still further corrections, and to extend more fully some of the principles laid down, which he considered as essential to the harmony and consistency of its parts. These latter corrections were made in "red ink," and on the 20th of February forwarded to the War Department, and, on the 23d, to the chairman of the Military Committee. That it must have been in the possession of the chairman, although, from the statements of several of its members, not submitted to the consideration of the Military Committee, before the bill, with its last amendments, was reported; nor does it appear to have been presented to the House. After the passage of the act, and before the rising of Congress, the chairman of the Military Committee offered to deliver to the clerk of the House the corrected copy, who declined accepting it, on the grounds that he did not consider it his official duty to attend to the printing of the laws. It does not appear what disposition was then made of this copy. That, some time after the rising of Congress, General Scott was directed by the War Department to superintend the printing of the work. This was done in Philadelphia, where General Scott was stationed, and from the duplicate of the last corrected copy retained by him, and which he had been advised, by letter from the chairman of the Military Committee, was the one adopted by Congress. In discharge of this duty, General Scott made no corrections except such as became necessary to accommodate the terms used to the reorganization of the army which had been made, and of grammatical errors. The committee can discern nothing of impropriety, much less grounds of censure, on the part of General Scott. As the author of the work, it was due to his own reputation as a scholar and an officer to present it to the public as free from defects as possible. That he did nothing more than he was justifiable in doing for this purpose. The War Department was the mere channel of communication, and, therefore, not responsible for what occurred. That it was an act of omission on the part of the chairman of the Military Committee in not submitting the corrected copy to the consideration of the committee, and not of intention or design.

The committee beg leave to submit the following resolution:

Resolved, That the select committee, to whom was referred the resolution of the House of Representatives of the 1st instant, directing an inquiry as to the publication of the field service and police adopted for the government of the army, at the last session of Congress, be discharged from the further consideration of the subject.

WASHINGTON, *May* 2, 1822.

Major General Scott has the honor to submit to the committee of the House of Representatives, to which was referred a resolution relative to the regulations of the army, the following "condensed statement of facts," and shall be happy to furnish any further explanation in his power that may be required by the committee.

General Scott compiled all the articles of the book originally submitted to Congress, and many of the others, and was the editor of the whole.

He brought the manuscript of that part of the book submitted to Congress with him to Washington, in December, 1820, and intended to request leave to superintend the printing of it for the use of Congress; but his duties called him away from Washington on the 28th or 29th of the same month. As soon as the book was out of the press of the public printer, General Scott received, at Philadelphia, some four or five copies sent to him by request, and from several persons. He immediately perceived that the impression contained many typographical errors; and, on a more attentive examination, (which the *printed* form enabled him to make,) he discovered that some parts of the book did not perfectly harmonize with each other, and that *principles* laid down in other articles required a fuller development. Fearful that the book would be immediately acted on by Congress, he hastily sent to the chairman of the Military Committee of the House, direct, a copy containing such corrections as first occurred to him, and proceeded somewhat more at his leisure to render the book as perfect as it was in his power to make it. General Scott has now ascertained that it was on the 20th February, 1821, that he sent a copy, with *all* his corrections, through the War Department, to the same committee. This copy was the exact duplicate of another retained by him, both corrected in red ink, and verified in the most particular manner. About the 2d March he received a letter from General A. Smyth, chairman, &c., advising him, General Scott, that the corrected copy had been received, and that the 14th section of the act of 2d March, 1821, had been added to a bill from the Senate, by way of amendment, &c. Early in the same month, General Scott received instructions to put the book to the press for the use of the army. All the proof-sheets of the new impression passed under the inspection of General Scott, and he solemnly avers that all the articles which had been before Congress for sanction were strictly reprinted from the corrected duplicate copy retained by General Scott, as above stated, and that the article 75 was one of those which had been previously so corrected. He is confirmed in his strong recollection on this subject by the positive conviction that he received no suggestion from any body to alter article 75, but was himself induced to insert the words "except in extraordinary cases," at the time the other corrections were made, in order that the rule might correspond with the analogous but stronger case contained in article 4, paragraph 1, where the same words will be found. The latter rule has existed in our service since the year 1813, at least.

General Scott has said, above, that the articles which were first printed for the use of Congress were strictly reprinted, after the duplicate copy retained by him. He ought to have said that they were reprinted in the most perfect good faith, as he recollects to have made, perhaps, two or three *verbal* corrections, after the 20th February, 1821, merely with a view to grammatical propriety; and he also recollects that article 38 ("organization of departments") was slightly altered at the time it was reprinted; as thus: the words "major general of the division" were stricken out, and so was "*assistant*," before the words "inspector general." These changes it was thought were rendered necessary by the act that sanctioned the regulations, and which gave to the army a *new* organization in those particulars.

The foregoing statement is made on the strength of a memory that has but rarely deceived. General Scott has not had in his hands (in all *five minutes*,) a copy of the regulations as printed for the use of Congress, in the last ten months.

All which is most respectfully submitted.

WINFIELD SCOTT, *Major General by brevet.*

P. S. General Scott begs leave to add, that, to the best of his knowledge and belief, not a principle embraced by the work originally laid before Congress has been changed or impaired by the alterations and amendments above noticed.

WINFIELD SCOTT.

SIR: MAY 4, 1822.

Having been desired to state what I recollect concerning the adoption of the system of field service and police, compiled by Major General Scott, I proceed to do so.

On the 22d December, 1819, I moved, and the House of Representatives adopted, the following resolution:

"*Resolved*, That the Secretary of War be instructed to cause to be prepared and laid before this House, at the next session of Congress, a system of martial law, and a system of field service and police for the government of the army of the United States."

It appears by the Journal, that, on the 26th December, 1820, the Speaker laid before the House a letter from the Secretary of War, transmitting a system of field service and police, and a system of martial law for the government of the army of the United States, prepared in obedience to the said resolution.

On the 28th of December, 1820, two days after the system of field service was laid before the House, I reported a bill to reduce and fix the military peace establishment of the United States, which had been agreed on by the Committee on Military Affairs, of which I acted as chairman; and soon afterwards I offered a substitute for that bill, having been in the minority of the committee. The system of field service was not mentioned in either the bill or substitute.

On the 25th of January the bill to reduce and fix the military peace establishment was passed by the House, and on the 24th of February it was returned from the Senate, with an amendment, which was referred to the Committee on Military Affairs. On the preceding day, as appears from the date of a note from the Secretary of War to me, I received from the War Department a copy of the system of field service, with the corrections of Major General Scott. Monday was, as well as I recollect, the usual day for the meeting of the Committee on Military Affairs. I do not find on the Journal that I made any report from the committee between the 28th of December, and the 27th of February. I presume I attended the sitting of the committee on Monday, the 26th of February, in consequence of the importance of the bill returned from the Senate, and of a desire to establish the system of field service, compiled in compliance with the resolution which I had offered. On the 27th of February, as appears

by the Journal, I reported to the House, as chairman of the Military Committee, the amendment of the Senate, with sundry amendments, one of which was the fourteenth section of the act to reduce and fix the military peace establishment of the United States, which declares that the system of "general regulations for the army," compiled by Major General Scott, shall be, and the same is hereby, approved and adopted for the government of the army of the United States, and of the militia when in the service of the United States. This section was drawn and proposed to the Military Committee by me, and approved by them, probably on the third day after I had received the copy from the War Department, with the corrections of General Scott. I do not recollect what was said in the committee on the subject of the system of field service. I do not recollect exhibiting the corrected copy. I had no motive to conceal the corrections; and, therefore, conceive it more probable that they were mentioned than that they were not.

It is strongly impressed on my mind, that, when I reported the amendments to the House, I had the copy of the system of field service, with General Scott's corrections, and deposited it with the clerk, with intent that from that copy the system should be published; and it seems to me as if the clerk had said something of the expediency of sending the copy with the amendments to the Senate; but on this point my recollection is indistinct. I afterwards wrote, either to the Secretary of War or to General Scott, and mentioned where the copy was deposited, and that the regulations should be printed from it, or to that import. Such is the impression on my memory. From recent conversations with both of those gentlemen, I rather conclude that it was to General Scott that I wrote.

I hand you, herewith, a copy of the system of field service and police, as printed for the use of members of Congress, with a variety of corrections made by General Scott; but this I consider to be a copy which I had received some time previous to the 23d of February, 1821, probably direct from General Scott; for the corrections on this copy, although numerous, are not very material; and a note says, "the compiler is now making experiments to enable him *to fill the blanks* in this article," which indicates an intention to make the system more complete; and, as General Scott affirms that the copy published for the army was printed from a duplicate of the copy sent by him to the War Department, and as the copy published varies materially (as I understand) from this copy which I now hand you, this cannot be the copy forwarded on the 23d of February to me.

I have nothing to add, except that it was my intention, when I drew the fourteenth section of the act to reduce and fix the military establishment of the United States, to adopt the system of field service and police, as completed by the corrections on the copy which had been transmitted to me a few days before from the War Office.

I have the honor to be, very respectfully, your most obedient,

ALEXANDER SMYTH.

Hon. WILLIAM EUSTIS, *Chairman of a Committee.*

APRIL 30, 1822.

I certify that I was one of the Committee on Military Affairs, during the last session of Congress, and punctually attended each meeting of the committee, and frequently acted as chairman in the absence of General A. Smyth, who declined attending the committee, after it was determined by them to reduce the army. At an early period of the session, the regulations for the government of the army, compiled by General Scott, were referred to said committee. The House of Representatives had them printed. I further certify that no other or corrected copy was submitted to the examination, or received the approbation, of the committee. I am confirmed in this opinion from the fact that General Smyth did not attend at any meeting of the committee after the bill was reported to reduce and fix the military peace establishment of the United States, until that bill had passed the House, and was returned by the Senate with amendments. This bill was referred to the Committee on Military Affairs, and, when under examination, General Smyth attended. The particular subject of their consideration was, whether a major general and two brigadier generals, with their aids, should be retained in service. If the Book of Regulations was mentioned, I have not the least recollection of it; and my belief is, it was not. I am sure no corrected copy of the work was.

JOHN COCKE.

WASHINGTON, *April* 30, 1822.

We, the subscribers, were members of the Military Committee in the winter of 1821, and usually attended the meetings of said committee, and agree that the foregoing statement of facts by General Cocke is correct, according to our best recollection and belief.

JOSHUA CUSHMAN,
JOHN RUSS.

HOUSE OF REPRESENTATIVES, *May* 3, 1822.

Having been requested by the chairman of the committee appointed by the House of Representatives, &c. to make a statement of the facts, in my recollection, which transpired in the Committee on Military Affairs at the second session of the sixteenth Congress, as respects their recommending the adoption of the rules and regulations drawn up by General Scott, and communicated by the War Department for the government of the army of the United States, I state that the communication of the Secretary of War was, according to my best recollection, made to the House, and referred to the Committee on Military Affairs, and was printed for the use of the members; which printed copy I read and examined, and am confident there were no alterations or corrections therein. I would further state that, according to my best recollection and belief, no corrected or altered copy was, at any meeting of the committee, when I was present, submitted to their consideration. I generally attended the meetings of the committee, and well recollect being present when they agreed to adopt those rules and regulations, &c., but have no recollection whatever that any suggestion or intimation that there was a corrected copy was communicated in any way to the committee. If it were so, I have no knowledge of the fact. I acted on the copy printed for the House, and was entirely ignorant that there was any other in existence.

I am, respectfully, your humble servant,

J. RUSS.

Mr. EUSTIS, *Chairman Committee, &c.*

MAY 3, 1822.

The undersigned was a member of the Committee on Military Affairs during both sessions of the sixteenth Congress. In the course of the second session, a copy purporting to be "regulations for the army," of which Gene-

ral Winfield Scott was the author, was laid on the table in the committee room, and examined. The copy was printed; and the undersigned has no recollection of having seen but one copy, and this he is sure contained no corrections or emendations marked in red ink, or any other manner whatever.

JOSHUA CUSHMAN.

To the CHAIRMAN *of the Military Committee.*

MAY 4, 1822.

Mr. Dougherty, being before the committee, stated, that in consequence of an application by Major Vandeventer, of the War Department, some little time since, two several searches were made among the papers of the office of the clerk of the House of Representatives, for a printed copy of the "rules and regulations," submitted to Congress during the last session, said to contain certain corrections in *red ink;* that no such copy could be found in the office; that the clerks of the office have no recollection of ever having seen such a copy, and that they never heard of it until this session; that he himself has no recollection of having seen such a book *before* the passage of the law; that, before its passage, no such corrected copy was presented to him, to his recollection and belief; that, had that been done, it would have been his duty to have presented it, with the bill which passed the House of Representatives, to the Senate; that he did present no such copy to the Senate, as the clerk of the Senate will declare.

That he has, however, a pretty distinct recollection of *having seen a copy*, such as has been described; but his decided impression is, that this was *subsequent to the passage* of the law; that he thinks it was exhibited to him by General Smyth, and at the time when the general, as chairman, made a return to his office or table of various papers which had been before the Committee on Military Affairs; that he refused to receive the copy, stating, as he thinks, to the general, the impropriety of his receiving the copy, as he was not the proper repositary, having nothing to do with the printing or publishing of the laws of Congress; and believes, if it had been left with him as the *text*, it would have been demanded *as such* by the proper Department.

THOS. DOUGHERTY.

Mr. Burch stated to the committee, that, until within the last fortnight, he had neither seen nor heard of a copy of "the rules and regulations," said to *contain corrections in red ink*. He is confident no such copy was ever in the clerk's office. Until the period stated he knew of no copy other than the manuscript, and the one which was printed from that original manuscript, and laid, during the last session, upon the desks of the members.

S. BURCH.

17th CONGRESS.] No. 233. [1st SESSION.

LOANS OF GUNPOWDER AND LEAD.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, MAY 7, 1822.

Mr. EUSTIS made the following report:

The Committee on Military Affairs, to whom was referred the report of the select committee, of the 7th of February, 1821, [See No. 204,] relative to the loans of gunpowder and lead, the munitions of the United States, have had that subject under consideration, and report:

That they addressed a letter to the Secretary of War, requiring information whether any payments or reimbursements in kind, by the individuals to whom loans of gunpowder and lead, the munitions of the United States, have been made, since the report of the select committee of the 7th of February, 1821, and particularly whether Daniel Bussard had made any payments, either on account of loans of powder, or on account of $10,000 advanced or loaned to him by the Secretary of War, as stated in the report of the select committee, and whether interest had been charged on said $10,000; what are the pecuniary circumstances of the borrowers, and of their securities; what measures had been adopted with respect to the officers loaning, or those to whom the loans were made, to indemnify the United States; whether any of those officers are now in service; and whether any other loans than those specified in said report had been made by any officer or other person in the War Department.

In answer to these inquiries, the committee are informed, that, since the 7th of February, 1821, Messrs. Dupont de Nemours & Co. have delivered six hundred and eighty-seven barrels of powder; that the total quantity received from said company, in consequence of the loans, as stated in the report of the select committee, is fifteen hundred and fifteen barrels, leaving now outstanding two thousand and fourteen barrels. No legal proceedings have been instituted either against the borrowers or against the persons who made this loan, to indemnify the United States, notwithstanding nearly five years have elapsed. The committee are informed that Daniel Bussard has delivered, since the 7th of February, 1821, one hundred and sixty-three barrels of powder; that the total quantity received from him is five hundred and forty-five barrels, leaving outstanding four hundred and forty-five barrels. The one hundred and sixty-three barrels of powder delivered since the 7th of February, 1821, have been recently applied to the payment of the $10,000 loaned. They are informed that Daniel Bussard has reported fifty barrels of powder, in addition to the one hundred and sixty-three, ready for inspection and delivery, which were received last week. They are further informed that no interest is expected, or even required, from any person to whom loans of powder or money have been made. No suit, or other legal proceedings, have been instituted to indemnify the United States against this transaction, although the time limited for the return of the powder loaned to Stull & Williams, and for the delivery of that article, in consideration of the $10,000 before stated, expired in August last; on the contrary, the committee are informed that the War Department has extended the time of payment one year longer, and agreed to receive powder at the original price named in the contract, which is greater than that article will now command in market.

These appear to be the only payments made on account of the loans reported by the select committee since the 7th of February, 1821.

This committee have been furnished with a letter from the Fifth Auditor of the Treasury Department, by which it appears that suit had been instituted against George W. Murray, in the southern district of New York, for the recovery of the sum of $11,279 12, being the value of the lead loaned to him; and that the suit was continued, at the instance of the defendant; but they are also informed that the United States were compelled to suffer a non-suit, on the ground that no law justified the act, and have the costs of suit to pay.

Thus, by this illegal transaction, it seems the Government is likely to sustain, besides costs of suit, a loss of $11,279 12, unless they resort to the officers who made the loan for indemnity.

In the case of John R. Mifflin, on account of gunpowder loaned him, as reported by the select committee, they are informed that suit has been ordered for the sum of $12,250, the value of the powder loaned; but no return has been received from the district attorney of Alabama, nor do the committee believe it important there ever should, as they are well advised that John R. Mifflin is long since totally insolvent. From information furnished by the Fifth Auditor, it appears that the value of the powder loaned to Peter Baudry, as stated in the report of the select committee, amounts to $17,500; that no suit has been instituted, because, on inquiry, it was ascertained that Baudry and his surety had left the United States, and were residing at the Havana, and had left no property which was liable for this debt.

This committee are informed that the loan of powder mentioned in the report of the select committee, made to Israel Wheelan, of Philadelphia, was returned in 1817 and 1818, but not ascertained at the date of that report.

The committee have thought it somewhat important to inquire into the loss likely to be sustained by those transactions; they cannot, for one moment, rely on the calculations made by the present head of the Ordnance Department, who estimates the whole of the powder loaned at six dollars per hundred pounds, including 60,000 pounds actually sold to Stull & Williams, on the 23d of June, 1815, at thirty-six cents per pound, amounting to $21,600. This powder was loaned on the 25th May, 1815, to the same Stull & Williams, and then sold as above stated. Neither can they be persuaded that the Government would demand of Peter Baudry $17,500 for powder loaned him, worth only $3,000, according to the valuation of the officer who made those unauthorized loans. The same remarks equally apply to the loan made to John R. Mifflin, which is contained in the report of the select committee.

Your committee are informed that the quantity of powder now in the different depots is immense; that the Government will not be required to purchase for a number of years; that, in fact, the public arsenals are completely stored. If this information is correct, (of which they have no doubt,) it would follow that the powder loaned to individuals, and not returned, should be paid for in money, as the time for the return of that article has expired.

For the particular character of the loans of powder, lead, and money, this committee refer to and adopt the statement of facts contained in the report of the select committee.

Your committee have received no information as to that part of their inquiry whether any of the officers who made the several loans enumerated are now in the service of the United States. They have not thought it expedient to recommend the adoption of any resolution; but have concluded to submit the foregoing statement, leaving it to the discretion of the House to direct such measures as the interest of the public may require.

SIR: WAR DEPARTMENT, *January* 31, 1822.

In conformity with the request of the Military Committee, as communicated by you on the 21st of the last month, I have the honor to enclose, herewith, a report from the Ordnance Department, containing the information required.

Very respectfully, I am, sir, your most obedient servant,

J. C. CALHOUN.

Hon. WM. EUSTIS, *Chairman of Military Committee, H. R.*

SIR: ORDNANCE OFFICE, *January* —, 1822.

In compliance with your reference of the call of the Military Committee upon the War Department, dated 21st December, 1821, I have the honor to submit the following statement in reply thereto, embracing such information on the several points of inquiry as this office has the means of affording.

	Barrels gunpowder.
There have been received from Dupont de Nemours & Co. since 7th February, 1821, -	687
Total received from said company, - - - - -	1,515
Remain to be received, - - - - -	2,014
From Daniel Bussard, since 7th February, 1821, - - -	163
Total received from him, - - - - -	545
Remain to be received, - - - - -	445

Also, fifty barrels reported by Daniel Bussard as ready for inspection and proof.

The returns have been regular, and there is every reason to believe that they will continue so until completed.

Interest has never been charged by the War Department on advances made on contracts. The advances have been viewed as part of the consideration, and the contract, made upon the best terms practicable, taking them into account and the ordinary rules as to advances; were deemed applicable to the case of Daniel Bussard; and, considering the original loan to Stull & Williams to be in danger, both on account of the insolvency of the principals, and the doubt as to the responsibility of Bussard as security, (as was made to appear in the report of Colonel Wadsworth, of 28th February, 1820, to which the committee is respectfully referred,) were the best that could be attained. And although I had no agency therein, (not acting at that time in the department,) I have always been of the opinion that the arrangement with Bussard was the best to secure the Government from loss, and which, there is every reason to believe, will have the desired effect.

No unauthorized loans have been made by the officers of this department, but in the instances previously reported, of Captains Tyler and Rees. The former was dismissed, as reported by Colonel Wadsworth, 13th of August, 1819, before the unauthorized loan by him was known; the latter was in the last stage of a consumption at the time it was ascertained he had made the loan to J. R. Mifflin, and died a few weeks afterwards.

A suit has been instituted against George W. Murray, which, it is expected, will eventuate in the recovery, he being believed to be solvent; whereas the solvency of Captain Tyler was reported doubtful.

For similar reasons no suit was instituted against the estate of Captain Rees, there being very little doubt of its insolvency; but there is every probability of recovery from J. R. Mifflin, against whom a suit has been brought.

The pecuniary situation of all the parties, including their sureties generally, from all the information I can obtain, has not materially varied since my report of the 6th of January, 1821, herewith enclosed; and, in all cases of default, on the part of the contractors, the necessary documents have been regularly transmitted to the proper officer of the Treasury, as already stated in my report of the 9th of February, 1820, to which the committee ase respectfully referred.

The enclosed letter from the Fifth Auditor of the Treasury will also show the present state of the cases in question.

No other loans but those previously reported are known to this department, unless the inquiry extends to transactions between the different branches of the General Government; those frequently occurred during the late war, and have, in a few instances, where public emergency required, taken place since that period.

Understanding that doubts are entertained how far this department acted under the authority and direction of the Executive in the loans which were made, and as I was principally on duty at the time, I deem it proper to give a brief view of the whole transaction.

Shortly after the termination of the late war, a large quantity of damaged and inferior gunpowder, and other military stores, remained on hand, liable to further injury; while, and at the same time, most of the public magazines and storehouses required repairs.

Mr. Dallas, then acting Secretary of War, issued a general order, of which the enclosed is a copy, to make sale of all damaged or useless military stores; gunpowder constituting one of the principal articles embraced in the order.

Finding the market so stocked, from the large quantity previously offered by the War and Navy Departments, and their depression as to the prices usually current, (occasioned by the general peace,) that not more than six dollars per barrel could be obtained, this department refrained from ordering a disposal of its stock of the article, at so great a reduction from its original cost.

In this stage of the case under discussion, application was made by Mr. Dupont de Nemours, one of the principal manufacturers of gunpowder in the United States, to the President, for a loan of that article, upon the condition of his giving bonds and good security for returning an equal quantity of the same of the first quality. He was referred to the then acting Secretary of War, Mr. George Graham, and by whom my opinion was required as to the expediency of the exchange. Believing, for the reasons already assigned, that the powder should not be retained, and having also ascertained that it could not, from the causes already noticed, be advantageously sold, I gave it as my opinion that it was the best disposition that could be made; it being considered, in point of fact, as tantamount to a sale, but upon terms much more highly advantageous to the Government than a cash sale. I consequently received directions from Mr. Graham to make arrangements with Messrs. Dupont de Nemours & Co., and subsequently with Mr. Baudry; the contracts, stipulating a return from them of gunpowder of the highest and best quality, (copies of which accompanied my reports to the "select committee,") were guarantied by such good and sufficient securities as were certified in the usual manner by the district attorneys and respectable private individuals, to whom reference in such cases is usually made. And it is believed that, had it not been for the great difficulties which shortly after ensued in the commercial part of the community, no loss would have accrued in the returns of the powder loaned.

One loan only of lead was made through this department, for the reasons which were assigned in my report of the 9th of February, 1821, and under the same authority.

Whatever may be the eventual loss upon any one particular loan, it is manifest that the United States are already gainers, and that the whole transactions must ultimately prove highly advantageous to them; and, as elucidating this view of them, I would beg permission to refer the committee to my report of the 6th of January, 1821; in addition to which I annex a statement, exhibiting, from the present returns on the loans, the gain accrued at the present date.

The United States have received from Dupont de Nemours & Co., and Daniel Bussard, two of the parties to whom loans were made, a quantity of the best gunpowder, exceeding in value the whole amount loaned by Government through this department, including that to Mr. Baudry, and the unauthorized loan to J. R. Mifflin.

	Barrels.	
Total amount of loans of inferior gunpowder - - -	4,979	
Which, if sold, would not have produced more than $6 per barrel, equal to -	-	$29,874
Total amount of the best quality, proof, of gunpowder returned to this date -	2,060	
Which, if sold at the lowest current prices, would produce $16 per barrel, equal to	-	32,960
Exhibiting a profit to the United States, in the present state of the returns, of -	-	$3,086

And I am still induced to believe that the eventual profit to the United States will not fall short of the amount estimated in my report of the 6th of January, 1821, which, if realized, will give a gain to the Government of $74,000 by the transactions.

I am, sir, very respectfully, your most obedient servant,

G. BOMFORD, *Lieut. Col. on ordnance duty.*

Hon. J. C. CALHOUN, *Department of War.*

SIR: WASHINGTON, *February* 9, 1820.

In reply to your inquiries of the 8th instant, on the subject of United States' loans of lead and gunpowder, I shall, in compliance with your suggestions, confine myself to a statement of the reasons which influenced, at the time, the War Department to authorize the transaction.

The loan of lead was made to George W. Murray, the proprietor of a white lead manufactory in New York, at the intercession of Captain Tyler, late of the ordnance, and upon the ground that it would have a tendency to reduce the price of white lead from one to two dollars per hundredweight. At this time, also, a quantity of white lead was required for the public use, and for which the most extravagant price was demanded; and a considerable supply of lead was then in the public stores, and no immediate demand expected. The loan was considered as aiding the public interest, and, at the same time, benefiting an important branch of domestic manufacture.

When the loans of gunpowder were made to Dupont and Baudry, the public magazines were filled with gunpowder; a part of which was damaged, or of an inferior quality, and the whole subject to constant deterioration, from the imperfect state of the buildings. It had also become necessary, in many cases, to remove the gunpowder, not only for its preservation, but also for the repairs of the magazines. At this period, Messrs. Dupont and Baudry proposed, separately, to take from the War Department gunpowder of an inferior quality, and return for the same,

at specified times, an equal quantity of proof or standard gunpowder of the first quality. These proposals, so promising to the interest and convenience of the United States, were accepted by Mr. George Graham, acting Secretary of War, and the loans were accordingly made. And it may not be improper further to remark, that an additional motive for acceding to these loans was, that of aiding a domestic manufacture of great national importance.

Some doubts, I understand, are now entertained of the entire solvency of one or more of the parties. Upon this point I have only to observe, that, at the time the loans were made, particular instructions were transmitted to the officers charged with the delivery of the gunpowder, directing them to obtain the most unexceptionable security to double the amount of the current value of the article, and, in every case, to advise with the district attorney of the United States, or other public officers resident, upon the credit and ability of the persons who might be presented as sureties.

Respectfully, I remain, sir, your most obedient and humble servant,

GEORGE BOMFORD, *Lieut. Col. of Ordnance.*

Col. D. WADSWORTH, *of the Ordnance.*

SIR: ORDNANCE DEPARTMENT, *December* 14, 1820.

In answer to the inquiries made by the committee of the House of Representatives, on the 10th instant, respecting the loans of powder and lead, I beg leave, in obedience to your orders, respectfully to state:

1st. That the application for the loan of lead to George W. Murray was not made by Captain Tyler, but by Mr. Murray, personally, as will appear from a copy of a letter to Captain Tyler, herewith transmitted, bearing date the 25th February, 1815; from an extract of a second letter to him, of the 6th March following; also, from Mr. Murray's letter of the 25th September, same year, soliciting an extension of the time for returning the lead; and from my reply thereto, addressed to Captain Tyler, dated 9th October, 1815; all of which are contained in the paper marked A.

2d. That forty-two thousand four hundred pounds of powder have been returned by Messrs. Dupont & Co. since 12th of February last.

3d. That a copy of the receipt and bond given by Mr. Baudry is, as requested, herewith furnished, in the paper marked B; that no part of said loan has been returned; and that the original receipt and bond of surety were placed in the hands of the Treasury Department, on the 5th January last, in order that the same might be proceeded on for the recovery of the property.

4th. That one hundred and eighty-seven barrels of powder, weighing eighteen thousand seven hundred pounds, have been received from Mr. Daniel Bussard, since the 12th of February last, on account of the original loan to Stull & Williams.

I have the honor to be, sir, very respectfully, your obedient servant,

GEORGE BOMFORD, *Lieut. Col. of Ordnance.*

The Hon. J. C. CALHOUN.

SIR: ORDNANCE DEPARTMENT, *January* 17, 1821.

In answer to the call of the committee for information respecting the delivery of three hundred and fifty barrels of gunpowder, from the depot on the Schuylkill, by Captain J. H. Rees, to John R. Mifflin, of Philadelphia, I beg leave to represent to you that the books of this office, and the correspondence with Captain Rees, have been examined, and no record or authority discovered to warrant the transaction; and that this department remained wholly ignorant of it, until communicated this day by Lieutenant Thomas, of the ordnance.

A letter has, in consequence, been addressed to Captain Rees, calling for prompt explanation, preparatory to such military investigation as his case, and that of the parties previously acquainted with the transaction, may require. It is proper, however, to remark, that the conduct of Captain Rees, in whom this department formerly had the highest confidence, for the last eighteen months has been such, that the most rigorous measures would have been pursued, and were only suspended, but from his low and enfeebled state of health.

With regard to the second inquiry of the committee, I can only observe, that in very few instances has more than verbal authority been required, in consequence of the ordnance having been considered as a branch of the War Department, (with such daily, and almost hourly, communication was held,) and subject to obey the orders, whether written or verbal, emanating from that Department, which, at the time alluded to by the committee, was directed by Mr. George Graham; and further, that no contract or agreement has been, at any time, entered into by this department, within my knowledge, without the sanction of such authority.

I have the honor to be, sir, very respectfully, your obedient servant,

GEO. BOMFORD, *Lieut. Col. of Ordnance.*

The Hon. J. C. CALHOUN.

SIR: ORDNANCE DEPARTMENT, *January* 6, 1821.

In obedience to your directions, to present to you, as an answer to the inquiries of the Committee of the House of Representatives of the 1st instant, "a copy of the report made to the War Department, by the colonel of ordnance, on the 18th day of July, 1818, detailing the loans of munitions which had been made prior to that period," I have the honor to transmit, herewith, a transcript of the document required.

With respect to the "copy of the first notice given the Ordnance Department of the loan of twenty-eight tons of lead, made to George W. Murray, on the 25th October, 1815; and, also, a copy of the correspondence in reference to that transaction, and what order the Ordnance Department took thereon, I beg leave to state, that the loan having been unauthorized by this department, the fact remained unknown until the appointment of an officer to supersede Captain Tyler (who was dismissed from the service) in the command at New York.

That officer, in November, 1819, stated his having found, among Captain Tyler's papers, two receipts for lead loaned to Mr. Murray; which circumstance first caused the discovery of the second loan, as will appear from copies of the correspondence which took place on the subject, transmitted in the paper marked A.

The further correspondence relative to the recovery of the whole proving ineffectual, the business (of recovery) was placed in the hands of the First Comptroller of the Treasury.

As the circumstances attending the loans of the munitions alluded to have materially varied since the report of the colonel of ordnance of July, 1818, the justice due to those who have manifested a desire to comply honorably with their engagements to this department, by performing them to the extent hereinafter stated, would require that a representation of those circumstances should accompany that document; and I therefore feel it a duty to lay them before you, and also to submit a statement of the ulterior advantages to the United States, growing out of

those loans or exchanges, which, I trust, it will be deemed but equitable to have brought into view in additional justification of the original motives in making them.

And, first, in regard to Messrs. Dupont de Nemours & Co.: it is but doing common justice to those gentlemen to observe, that thus far they have fully and fairly complied with their engagement; the powder which they have returned being of a very superior quality, and the deliveries made as frequently as the interests of the Government required; and, until the perfection of an improvement in the means of preserving powder, which has for some time occupied my attention, be completed, it is not desirable to receive it in greater quantities than can be done consistently with that object. It may be proper to add, that every repeated inquiry as to the responsibility of themselves and their sureties has proved satisfactory.

With respect to Messrs. Stull & Williams, it will appear from the subsequent report of the colonel of ordnance of February, 1819, that the deficit anticipated by him was avoided by the new engagement entered into with one of their sureties, Daniel Bussard; that four hundred barrels of powder have been returned on the original loan of six hundred; and that Mr. Bussard's engagement for delivering the remainder is secured by landed estate, assigned over to the United States, in trust for that object.

In relation to Mr. Baudry, it may also be proper to observe that this department has been given to understand that he is doing very good business at the Havana, and that measures may be taken to ensure the recovery.

It may be added, also, that Mr. Murray has offered to return the amount of the first (authorized) loan of lead; but as the measures for recovering the whole had been previously referred to the First Comptroller of the Treasury, the decision on his proposal has been left to that Department; all of which will appear in the paper annexed hereto, marked B.

To revert now to the original motives in making the principal loans which have become the subject of discussion, I beg leave to repeat in substance what was stated in my communication of the 9th February ultimo. The public magazines at the time were filled with gunpowder, the greater part of which was damaged, and much of it of an inferior quality, and the whole subject to constant deterioration, from the imperfect state of the buildings; rendering it necessary, in many instances, to remove it, not only for its preservation, but also for the repairs of the magazines, to other places of depot, until those could be effected, and new magazines be erected: a work of time and considerable expense.

At this period, the proposals were made to take from the United States powder of an inferior quality, and to return for the same an equal quantity of the first quality and of standard proof.

Conditions so favorable, in that view alone, to the convenience and interest of the United States, were accepted, and the deliveries accordingly made; an additional motive occurring in the belief that it was aiding a domestic manufacture of great national importance.

But still greater advantages may be estimated as the actual result of those measures, and to which I beg leave now to request your attention.

After the termination of the late war, very large quantities of gunpowder were remaining in depot of an inferior quality, and subjected to the deteriorating circumstances already stated; and it is well known that sales to a very considerable amount were in consequence made in one of our principal cities, at six dollars per barrel, and considered a transaction highly favorable to Government.

In this state of things, and under the consideration that not more than six dollars per barrel could be obtained for powder of an inferior quality, or damaged, the advantage of an exchange such as could be obtained for powder of that description, belonging to the United States, and as was finally effected, appeared too great and too evident to be rejected.

The great and evident gain resulting to the United States, in thus replenishing or stocking our magazines, at a late period, with good powder for that of an inferior quality, is exhibited upon the following grounds or calculations:

Loan to Stull & Williams, - - - - - -	60,000 lbs.	
Dupont de Nemours & Co., - - - - - -	352,902	
P. Baudry, - - - - - -	50,000	
	462,902 lbs.	
At the rate at which powder of an inferior quality, or damaged, was sold after the late war, the above would have amounted (say at six cents) to - - - -		$27,774 12
At the present price of powder of the first quality, such as was stipulated to be returned for the loan, (say twenty-two cents,) it would amount to - - - -		101,838 44
Probable gain to the United States, - - - -		$74,064 32
Messrs. Dupont & Co. have returned eighty-two thousand eight hundred pounds, which, at the present price or value, would amount to - - - -		$18,216 00
If the same amount had been sold at six cents, it would have produced - -		4,986 00
Gain, - - - - - -		$13,230 00
Mr. Baudry has to return fifty thousand pounds, which, admitting it to be irrecoverable, would, at six cents, its original supposed value, be a loss of - - - -		3,000 00
Gain from Mr. Dupont de Nemours' delivery, - - -		$10,230 00

The loss on Mr. Baudry's loan, if ultimately sustained, being thus more than covered.

And the anticipation of a loss of $100,000, alluded to in the letter of 18th July, 1818, was probably caused by the fact not having been adverted to, that inferior or damaged powder did not command more than six dollars per barrel; at which rate the loss, if sustained, could only have amounted to $21,174, whereas the gain may be safely calculated at $56,464 upon that particular loan itself.

Had further loans or exchanges been made of the remaining inferior powder, an additional gain, to a large amount, would, in all probability, have resulted from the transaction; rendered certain, in fact, from the circumstance that the powder which had not been so exchanged, and which remains on hand, is not worth the one-half (or as two barrels to one) compared with that received since in exchange.

I have the honor to be, sir, very respectfully, your obedient servant,

GEORGE BOMFORD, *Lieut. Col. of Ordnance.*

The Hon. J. C. CALHOUN.

GENERAL ORDER.

DEPARTMENT OF WAR, *July* 26, 1815.

It having been deemed expedient to ascertain, with precision, as well the quantity of public stores now on hand at the several depots, as that portion of them which, from their nature, being subject to waste or decay, or which may no longer be considered as necessary for the public use, it would be advisable to dispose of, I have, therefore, to request that you will detail an officer of the Ordnance Department, who will, in conjunction with such person as shall be authorized by the commissary general of purchases to act with him at the respective depots, proceed to take an accurate inventory of all the public stores in charge of the several military storekeepers, and which have been deposited there by the commissary general of purchases, or his deputies, within your military department; designating such of them as the public interest may, in their opinion, require to be sold. This inventory will be returned to the office of the superintendent general, and they will forthwith proceed, jointly, to sell, at public sale, those articles which they may designate as proper to be sold, on the following terms: the price must be the fair market price of the article, according to its quality and condition; and payment must be either in approved bank notes, or in the notes of individuals, with approved endorsers. A credit of sixty or ninety days may be allowed.

The money or notes, the proceeds of the sale, must be deposited in such convenient bank as the public money is usually deposited in, to the credit of Thomas T. Tucker, Treasurer of the United States, as agent for the War Department; duplicates or copies of which must be returned to this Department. Care will be taken to designate the several heads of appropriation that ought to be credited, with the amount of articles sold. A special report of each sale will be made to this office, specifying the time, place, price, quantity, and name of the purchasers.

Should the officer detailed by you, and the person nominated by the commissary general of purchases, differ as to the propriety of selling any particular article, they will make a special report on the case to this Department, and transmit a copy of their report to the commissary general of purchases.

The officer detailed by you for this service will receive an extra allowance of one dollar a day when actually engaged in the performance of it, provided he is not already in the receipt of such extra allowance.

You will perceive the necessity of selecting an officer for this service whose judgment and integrity can be entirely confided in; and your selections will, therefore, not be confined to the Ordnance Department, but be made from the line, should you, in any case, deem it advisable. Your prompt attention to this business is particularly requested.

A. J. DALLAS, *Acting Secretary of War.*

SIR: TREASURY DEPARTMENT, FIFTH AUDITOR'S OFFICE, *May* 1, 1822.

I have had the honor to receive your letter of yesterday's date.

The Comptroller, on the receipt of the account of Peter Baudry for powder loaned him, having understood that Baudry had previously left the United States, and that his sureties had become bankrupt, declined ordering suit in the case; and, under these circumstances, the papers were transferred to me on the 1st of July last. Knowing of no means by which payment of the debt could be obtained, no step was taken with that view by me until the 27th of March last, when I was informed by Col. Bomford, of the Ordnance Department, that a considerable property of Mr. Baudry was advertised for sale in a Wilmington newspaper, by the sheriff of New Castle county. Upon the receipt of this information, I lost no time in instructing the attorney for the district of Delaware to claim the priority of payment, to which I considered the United States entitled. A copy of my letter to him on the subject, of the 27th March, and of his answer of the 25th April, which I have the honor to enclose, will inform the committee of the situation of the case at this time.

With respect to the debt of Israel Wheelan, I know nothing; no account, as appears from the records of this office, having ever been transmitted for suit.

With great respect, I have the honor to be, sir, your obedient servant,

S. PLEASONTON, *Agent of the Treasury.*

The Honorable JOHN COCKE.

SIR: TREASURY DEPARTMENT, FIFTH AUDITOR'S OFFICE, *March* 27, 1822.

I have just been informed that a large property of Peter Baudry is advertised for sale on Saturday next, by the sheriff of New Castle county, and I lose no time to request your immediate attention in claiming for the United States the priority to which they are entitled under the 5th section of the act of the 3d March, 1797, vol. 2, page 595. The transcript of the account, duly authenticated, establishing the claim against Baudry, is herewith enclosed, as well as the bond given by him and his sureties for discharging it.

You will be pleased to inform me of the steps you may take, and of the prospect there may be of a recovery of the debt, in whole or in part, as soon as you can conveniently do it.

I am, &c.,

S. PLEASONTON, *Agent of the Treasury.*

GEORGE READ, Esq., *United States' Attorney, New Castle, Delaware.*

Extract of a letter from George Read, Jun., Attorney of the United States for the district of Delaware, dated 25th April, 1822.

"In the case of Baudry, (indebted for powder,) I immediately, upon the receipt of your letter on the subject, gave the sheriff written notice of the United States' claim to priority. The sale was postponed, and is now again advertised for the 12th of May. I shall take every proper measure for insisting on priority; for I think, unless this claim is successful, the debt will be lost, there being liens, older in point of time, enough to sweep the property. I question, however, success in bringing the case within the decisions upon the act of the 3d of March, 1797, to which you have referred. Baudry is not legally insolvent, nor has he made any legal assignment of his property; and, although he is an *absent* debtor, no *attachment* has issued against his estate and effects, according to the apparent meaning of that proviso.

"The case, however, shall have every attention."

SIR: TREASURY DEPARTMENT, FIFTH AUDITOR'S OFFICE, *January* 25, 1822.

In answer to the inquiries contained in your letter of the 23d instant, I have to inform you, that it appears, by the records of this office, that suit was directed to be instituted against George W. Murray, in the southern district of New York, on the 19th July, 1820, for the sum of $11,279 12, being the value of certain lead loaned him from the United States' arsenal, and that the cause was marked for trial at the last November term, but continued by the court, on the affidavit of the defendant that a material witness on his part was absent.

In the case of John R. Mifflin, on account of gunpowder loaned him, suit was ordered for $12,250, in the State of Alabama, on the 2d of June last; since which time no return has been received relating to the case from the district attorney there.

With respect to Peter Baudry and his surety, for a loan of gunpowder also, to the amount of $17,500, no suit has been ordered, because it was ascertained, on inquiry, that they had left the country, and were residing at the Havana, and had left no property which was liable for this debt.

I have the honor to be, sir, respectfully, your obedient servant,

S. PLEASONTON, *Agent of the Treasury.*

Lieut. Col. GEORGE BOMFORD.

[NOTE.—See additional report, No. 239.]

17th CONGRESS.] No. 234. [1st SESSION.

CONTRACT FOR STONE AT THE RIP RAPS AND OLD POINT COMFORT.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, MAY 7, 1822.

Mr. BUTLER made the following report:

The committee appointed by a resolution of the House of Representatives, of the 22d of April, 1822, to "inquire into the contract between the War Department of the United States and Elijah Mix, of the 25th of July, 1818, and report whether the same was made in pursuance of law, and whether the said Mix has performed his covenant, and such other facts as they may deem proper relative to said contract, and that the said committee have leave to send for persons and papers," respectfully report:

That, as soon as your committee received their commission, they commenced an examination of the contract formed with Elijah Mix, and addressed several inquiries to the Secretary of War, and have received from the War Department, on and since the 30th of April, several communications, accompanied with various documents and papers, which were deemed by the chief engineer pertinent to the inquiry; but time will not permit the committee to detail all the facts and circumstances which are contained in these papers, and such other documents and testimony as the committee have obtained.

In reply to the first inquiry of the committee, viz: Whether any advertisement for proposals had been published? the engineer reports, that he believes there had been no advertisement; but he says "The practice of advertising, in all cases which have existed since the complete organization of this department, does not appear to have been the practice in the engineer service previous to the establishment of the Engineer Department in this place, in April, 1818, under similar circumstances to those under which this contract was formed, to wit, where the frequency of intercourse with all the points from which proposals were likely to be offered would admit of direct notification being communicated to them."

Hence it appears that it was not deemed necessary by the engineer to invite proposals for the construction of the works at the Rip Raps and Point Comfort by public advertisement, and that he considered himself justified in forming the contract with Mr. Mix without public notice, by the peculiar circumstances of the case, and the practice which he says had prevailed previous to April, 1818, when the Engineer Department was established in this city.

But it appears, by the same report, that advertisements for proposals for the construction of the fortifications on the Gulf of Mexico were published throughout the country for nearly three months before the contracts were formed. And it appears, by documents communicated to the House of Representatives in 1820, that the contracts for these fortresses, viz: at Mobile Point, Dauphin Island, and Lake Pontchartrain, were formed by the same engineer; the first on the 13th of May, the second on the 17th of July, and the other on the 20th of July, 1818, and previous to the formation of the contract with Mix, on the 25th of July, 1818.

As public notice has been given for proposals for every contract which has been formed by the War Department, since the organization of the Engineer Department, in April, 1818, except that with Mr. Mix, and inasmuch as that contract was for the supply of a large quantity of stone, viz: 150,000 perches, to be taken from the bank of the York river, in Virginia, about forty miles from the place of deposite, and delivered, at the rate of not less than 3,000 perches per month, and for which the Government was obligated to pay the sum of $450,000, your committee believe that no sufficient reason has been, or can be, assigned for this *singular* neglect of duty in the officers of Government. But the chief engineer contends that the Government has sustained no loss in the omission to invite proposals by public advertisement. He states that "all the precautions were taken which were requisite to guard the interests of the Government," and states that Captain Maurice was despatched to Richmond to ascertain the cost of getting stone on James river, and that Colonel Armistead made an experiment by procuring stone to be quarried and freighted for the same purpose. And he further reports that application was made to Mr. Leckie, Mr. Pumphrey, and Mr. Baker, stone quarriers, in order to ascertain the expense of getting stone, and delivering it at the Rip Raps and Point Comfort; and also refers to proposals which were made by Mr. Brooks, on James river, Virginia, and Mr. Denison, near the Susquehannah river, before the contract was formed with Mr. Mix, and to two other proposals which were made after the contract was entered into. By such inquiries and proposals, the engineer believes it was fully ascertained that the stone could not be obtained at a less rate than $3 50 per perch. In confirmation of this opinion he refers to the certificates and proposals which accompany his report, showing that $3 50 per perch was the lowest sum

for which the stone could have been procured, except by the contract which was made with Mr. Mix. The committee have examined the proposals, and find those of Messrs. Crandall & McDugall, and one other, were, for the "first rate building stone," at the rate of $3 50 per perch; and the committee are informed that such stone will cost from 35 to 50 cents per perch more than the rough granite, (such as Mix has generally furnished,) besides the additional trouble and cost of loading and unloading it. It also appears, by a letter from Mr. Allason Crandall to the engineer, dated May 4th, 1818, that he had procured some stone for the Government, and delivered the same at Point Comfort or the Rip Raps, at $3 per perch, and that he was desirous of making a contract; but the engineer informed him that his terms were too high, and that he must cease his operation.

By the terms of the contract, Mr. Mix was obliged to procure the stone from the banks of the York river, in Virginia; and the committee are informed by Mr. Bassett and Mr. New, members of the House of Representatives, that there is a large body of newly formed limestone near Yorktown, on that river, (from which place it was expected the stone would have been taken,) about forty miles from the Rip Raps; and, as the freight of stone is the greatest part of the expense, it is obvious that the contract, in its terms, was very favorable to Mr. Mix, if the stone could be easily procured at that point, although the price given might not be considered at that time very high for stone procured at Georgetown, on the Potomac. The engineer informs the committee that only a few cargoes of stone were delivered from York river, it having been ascertained that it would not answer the purpose intended; and states that Mr. Mix was required to obtain stone elsewhere, of a different description, or to surrender the contract. Mr. Mix protested against this decision of the engineer, as he had made preparations to procure the stone on that river, and could not obtain it elsewhere so cheap. But he at length complied; and the engineer says that, notwithstanding he sustained a loss by the change, he has been enabled to carry on the contract with profit to himself.

Notwithstanding it seems to have been the opinion of Mr. Goldsborough, whose deposition has been taken, and the opinion of Commodore Rodgers, and others who have been consulted, and those who made proposals, the committee were not satisfied that the contract formed with Mr. Mix was the most advantageous one which might have been made; and they took the deposition of Mr. Perley, who was recommended to the chief engineer by Colonel Bomford as a very suitable person for such an undertaking, and also the deposition of Mr. Edgar Patterson, of Georgetown, who owns a considerable part of the quarries on the Potomac, and Mr. John W. Baker, who has been a stone quarrier for fifteen years. By the deposition of Mr. Perley, it appears he enclosed proposals to the engineer to furnish building or flint stone at the Rip Raps for $2 50 per perch, but the engineer says he never received them; and a deposition of Captain Smith, voluntarily made, has been transmitted, among other papers, to the committee, tending to impair the testimony of Mr. Perley; but the committee are informed, not only by Colonel Bomford, but by others who know Mr. Perley, that he is a man of good character.

Mr. Patterson testifies that stone might have been freighted, in 1818, from the quarries on the Potomac, for $1 50 per perch, and that he would take such a contract now for $100,000 less than the sum agreed upon with Mix; and as Mr. Baker testifies that he quarried and sold stone to Mr. Mix in 1818 for one dollar; in 1819, part for 85, and some for 75 cents; and, in 1820, for 68 cents per perch, it would seem, from their testimony, that a contract might have been formed in 1818 for $2 50 per perch, if public notice had been given for proposals. Though the engineer believes that the intention of the Government to form the contract was well known to all whose interest it could be to undertake it, yet it appears, by the deposition of Mr. Patterson and the statement of General Mason, of Georgetown, who own most of the stone quarries on the tide-waters of the Potomac, where the stone has been procured by Mix, that they did not know it till after the contract was formed with Mr. Mix. Why application was not made to these gentlemen, as well as despatching Captain Maurice to Richmond to ascertain the cost of getting the stone, or to contract for the delivery of so large a quantity as 150,000 perches, the committee have not been informed. Neither does it appear, by the proposals, or any other evidence submitted to the committee, that either of the persons who made proposals, either before or after the contract was formed with Mix, knew what quantity or quality of stone was required by the Government, nor the period in which any given quantity should be furnished. Had the Government published advertisements several months for proposals to deliver 150,000 perches of stone at the Rip Raps, at the rate of 3,000 perches per month, describing the quality, it would have excited a general inquiry and competition among the citizens upon the several rivers which empty into the Chesapeake bay, and probably a more advantageous contract might have been formed. At least, your committee cannot discover any good cause for dispensing with the law which requires "that all purchases, contracts for supplies or services, which are, or may, according to law, be made by or under the direction of either the Secretary of the Treasury, the Secretary of War, or the Secretary of the Navy, shall be made either by open purchase, or by previously advertising for proposals respecting the same."

To the next inquiry of the committee, viz: Whether Mr. Mix has performed his covenants? the engineer replies, in his letter to the Secretary of War, dated 30th April, 1822, "that the contract, to this period, has been executed faithfully, and to the satisfaction of the department; and that the quantity delivered has, in every instance, been equal to the portion of appropriation allotted to the contract." By the terms of the contract, Mix was bound to deliver, from the bank of York river, in Virginia, at least 3,000 perches of stone per month, according to a sample lodged in the Engineer Department, commencing on the 15th September, 1818; and the Government was bound to pay $3 for every perch of stone delivered at the Rip Raps or Point Comfort; and, by a statement of the Third Auditor of the Treasury Department, it appears that, on the 8th of August, 1818, $10,000 was advanced to the said Mix, and that, in the month of November, 1818, he delivered 2,187$\frac{3}{4}$ perches of stone; that, on the 30th March last, he had delivered 87,964$\frac{3}{4}$ and $\frac{19}{25}$ perches; and that, on that day, $263,895 45 had been paid to him and others under the contract. It also appears by the Auditor's statement, that, from the 31st December, 1820, to the 31st December, 1821, there had been delivered, under said contract, only about 9,000 perches of stone, and that, during that period, nearly $28,000 had been paid to Mix and others; and it appears, by a letter from the chief engineer, that the sum of $40,806 was allotted to the contract for that year, and that not more than 9,000 perches of stone were delivered by Mix, and not over $28,000 paid him in the same year; but, by the contract, Mix was obligated to deliver 36,000 perches of stone annually; and, on the 30th March last, there were due 127,500 perches, and only 87,964 perches had been delivered on that day, leaving a balance due, at that time, of 39,536 perches; and the residue of the stone yet to be delivered under said contract is 62,036 perches, which, at $3 per perch, amounts to $186,108; and it appears, by the depositions of Mr. Patterson and Mr. Baker, the stone might now be furnished at about $1 75 per perch, and the sum of $77,547 saved, if the Government is absolved from its obligation to the contractor by the non-performance of his covenants. Not only $10,000 was advanced to Mix before he commenced the work, but he has been paid as fast as he delivered the stone, though the Government was not bound by its stipulation in the contract to do it; and it cannot be said that the failure of Mix to perform his covenant has been occasioned by any omission or refusal on the part of Government to pay or advance more money.

A bond executed on the 15th of June, A. D. 1821, by Messrs. Davidson and Goldsborough, to the United States, for the performance of one-fourth part of the contract made with the said Mix, shows that Christopher

Vandeventer, chief clerk in the War Department, bought of the said Mix, on the 24th of April, 1819, one-half of said contract; and that, on the 20th of January, 1820, (about the time a former committee was appointed to inquire into the same,) he sold out one-half of his interest in said contract to Samuel Cooper, his father-in-law, and that the said Cooper sold the same on the 1st of July, 1820, to the firm of Goldsborough & Co. And Major Vandeventer also informs the committee that he bought one-half of the contract of Mr. Mix some time after it was formed, and became liable to pay him (Mix) one-half of the debts against the contract, which were then about $18,000; that his principal inducement to participate in the contract was ultimately to secure himself against any loss which he might sustain by reason of his having lent his name to enable Mix to raise money to execute his contract. But he says he did not influence the Engineer Department to give the contract to Mr. Mix, nor did he recommend him. That he afterwards reconveyed to Mix one-half of the interest which he before bought of Mix, and sold the remainder of his interests in it to Mr. Cooper, of New York; that when the accounts growing out of the subject shall be adjusted, he may eventually realize from three to four thousand dollars; and Mr. Vandeventer further states that, at the time he became interested, he inquired of the Secretary of War whether it would be improper for him to invest money in the contract, and that the Secretary stated that under the law he did not think it improper, but it might expose him to improper insinuations.

By the report of the present engineer, and the deposition of General Swift, transmitted among other papers from the War Department to the committee, it appears that no other person but Mr. Mix was known to that Department in the formation of the contract; but it is said, and so understood by Mr. Vandeventer, that a Mr. Jennings, of Norfolk, took one-fourth of the contract; but the committee have not been able to ascertain whether there are any other persons now concerned in the contract with Mix besides Messrs. Goldsborough & Co. and Mr. Jennings, nor have they been informed of the precise terms of the agreement between Mr. Mix and Major Vandeventer, or of the consideration of the transfer from Vandeventer to his father-in-law, Samuel Cooper. It is, however, manifest, from the statement of Mr. Vandeventer, that he is not wholly divested of all interest or concern in the contract, or its performance, as he says the accounts are not yet adjusted, so as to enable him to determine precisely what his gain may be. As Mr. Vandeventer and Mr. Mix married daughters of the said Samuel Cooper, who is surety with Mr. James Oakley, of the city of New York, in the bond which Mr. Mix gave to the United States for the fulfilment of his contract, and as these gentlemen were each once interested in said contract, the committee did suspect that the contract was entered into for their mutual advantage; but General Swift believes, and Mr. Vandeventer declares, that he had no interest in it when it was formed.

The committee have obtained the depositions of Mr. Hone and Mr. Van Hook, respectable gentlemen of the city of New York, which show that Mr. Mix, who formerly resided in that city, has not sustained a good character, and that he is not entitled to the full confidence of his fellow-citizens, nor of the Government; and, from the testimony of Mr. Van Hook, and from other information derived from a correct source, it also appears that he became a bankrupt in 1817, and took advantage of the insolvent laws of the State of New York. General Swift, however, testifies that "he had no knowledge or intimation of any fact or report which impeached his (Mix's) character at the time of forming the contract, and believed him well qualified to fulfil his agreement." Mr. Vandeventer also declares that though he married into the same family with Mix, and became acquainted with him in 1815, he did not know of any charges against the character of Mix, but he says he knew that before he formed the contract he had become insolvent. It is not stated by the engineer that Mix was recommended by any person, nor whether recommendations are generally required in the War Department in making contracts; but General Swift testifies that the security furnished by the bond of Mr. Mix, with a penalty of $20,000, was sufficient for the faithful execution of his contract. The character and insolvency of Mr. Mix, which the committee had supposed were known to General Swift and Mr. Vandeventer, induced them (as Vandeventer was present and witnessed the agreement, and afterwards participated in it) to suspect the fairness and justice of the contract. Your committee, however, have not, in all the investigation which they have been able to make, yet discovered any facts which clearly stamp the transaction with a fraudulent character; but they are compelled, from what they have discovered, to express their disapprobation of the conduct of the Engineer Department in forming the contract.

And in this report the committee take the liberty to remark, that they deem it essential to the interest of the nation, that, in making contracts, a very general and public notice should be given, describing particularly the nature of the work to be performed, the quantity and kind of materials of which it is to be composed or formed, and the time in which they are required to be furnished; and, also, that the engineer or agents who are authorized to form contracts in behalf of the Government should possess a particular knowledge of the various parts of the works which are to be constructed, and the practicability and cost of procuring the articles which are required. Besides, the same regard to the interest and prosperity of the country should govern its agents which actuates every prudent individual in his own private and lawful undertakings. Contracts of a very large amount ought not to be formed hastily, nor with men who have no responsibility or integrity, although security may be given. In all contracts, whether private or public, a strict and punctual performance depends in some degree upon the honesty of the contractor; but, in forming contracts for the Government, more scrutiny and vigilance in this respect seem necessary than among individuals. If the same special confidence is not reposed in a contractor with the Government that is placed in an officer appointed by the Government, yet it will not be said that the character of the person proposing to undertake or accomplish a great national work, at the expense of half a million of dollars, should be wholly disregarded. Under such impressions, and with peculiar concern for the feelings and character of the gentlemen who have been concerned in the transaction, your committee have examined into the contract made with Elijah Mix; and, having given the subject all the attention which the short time allowed them would admit of, and having considered all the communications made to them by the War Department, they have come to the following conclusion, viz: that the contract was not formed in the manner which the law prescribes, and that the said Mix has failed in the performance of his covenants, according to the terms of the agreement; therefore the committee submit the following resolution:

Resolved, That further appropriations, to be expended under the contract made by the Engineer Department with Elijah Mix, ought not to be made.

SIR: APRIL 23, 1822.

I am directed by the committee which was appointed to inquire into the contract between the United States and Elijah Mix, made July 25, 1818, to submit the following questions, and request of you an answer as soon as may be:

Was there any advertisement for proposals to make the contract published? and, if so, when and where?

Was there any surety for Mix, the contractor? if so, you will oblige the committee with a copy of the instrument.

How many perches of stone have been delivered under said contract, and from what place or quarry, and what kind of stone?

In what manner, or how is the quantity delivered ascertained?

Has the contractor (Mix) sold his contract? and, if so, to whom? when? and at what price per perch? if known to the War Department.

Has a new contract been made with the person to whom Mix sold? and, if so, has security been given?

Very respectfully,

To the Hon. J. C. CALHOUN, *Secretary of War.* JOSIAH BUTLER.

SIR: WAR DEPARTMENT, *April* 30, 1822.

In reply to your letter of the 23d instant, I transmit, herewith, a report accompanied with documents of Major General Macomb, chief engineer, which furnishes the information required.

I have the honor to be, your obedient servant,

J. C. CALHOUN.

Hon. JOSIAH BUTLER,
Chairman of committee to investigate the contract of the Engineer Department and E. Mix, H. R.

Report of General Macomb to the Secretary of War.

SIR: ENGINEER DEPARTMENT, *April* 29, 1822.

In obedience to your order, I furnish, herewith, the information requested by the committee appointed by the House of Representatives to investigate the contract between the United States and Mr. Mix, by answers to the inquiries contained in the letter of their honorable chairman, dated the 23d instant.

It is proper, however, to premise that the contract with Mr. Mix was made by General Swift, while at the head of the Engineer Department, long before I was appointed to that station; and that most of the information which I have obtained has been collected, not only from the records of this office, but from other sources, and particularly from the recollection of those who have been attached to the office much longer than myself. It is probable that, if General Swift were here, the report might be made still more complete and satisfactory.

In reply to the first inquiry of the committee, "Was there any advertisement for proposals to make the contract published? and, if so, when and where?" I have to state that, on diligent inquiry, I do not find that there was any advertisement, and it is believed that there was none. The practice of advertising in all cases which has existed since the complete organization of this department does not appear to have been the practice in the engineer service previous to the establishment of the Engineer Department at this place, which was in April, 1818, under circumstances similar to those under which this contract was formed, to wit, where the frequency of intercourse with all the points from which proposals were likely to be offered would admit of direct notifications being communicated to them. It appears that they were resorted to only when it was uncertain from what quarter proposals would be offered, and when it was necessary to invite distant and general competition; and it is probable that necessity was considered to be applicable to the contracts for the construction of the fortifications on the Gulf of Mexico, as advertisements for proposals for them were published throughout the country for nearly three months before they were formed. It appears that this contract was made strictly in conformity to the usual practice at that time, and that all the precautions were taken which were requisite to guard the interests of the Government, and to secure the contract on the most moderate terms. By adverting to the position of the works at Old Point Comfort and the Rip Raps, near the mouth of Chesapeake bay, it must be apparent that the stone necessary for the construction thereof would naturally be supplied from the various rivers which flow into that bay, and that it must be obtained from the James, York, Potomac, or Susquehannah rivers; and such appears to have been the impression of the chief engineer at the time the contract was about to be formed. His attention was directed to all of those points, and the owners of the quarries were informed that the Government was about to form contracts for the supply of the stone that would be required for those works. The engineer superintending the district embracing the Chesapeake, and having special charge of those works, was instructed by General Swift to take measures to ascertain the price at which materials could be obtained for their construction. In pursuance thereof, Captain Maurice, of the corps of engineers, was despatched to Richmond in order to ascertain at what price the stone could be obtained from the quarries on James river; the result of his inquiry was, that the stone to be procured at that point would cost $4 to $4 50 the perch. Application, at the same time, was made to Mr. Baker, stone quarrier at Georgetown, on the Potomac, to know at what price stone could be obtained at that point; the result of which was, that it would be about the same price as that on James river. In addition to these inquiries, Colonel Armistead had actual experiments made, by having the stone quarried and transported under his immediate direction and superintendence; the result of which was, that it could not be delivered at the works for less than $3 50 per perch. His impression is, that the transportation of so large a quantity of stone as the Government required might have raised the rate of freight to $2 50 or $3, and, in that case, the price would have been augmented in the proportion of the difference between those rates and that upon which was founded the estimate of $3 50. He considered the contract with Mr. Mix as being highly advantageous to the Government at the time it was made; (see his certificate herewith accompanying, and marked A.) The certificate of Colonel Armistead is confirmed by that of Captain Maurice, (marked B,) by which it appears that the lowest offer he received would have cost the Government $4 25, viz: $1 50 at Manchester, 75 cents cartage to Rocketts, and $2 for freight thence to Old Point Comfort.

While these inquiries and experiments were conducted by Colonel Armistead, the superintending engineer, General Swift, in order that the most accurate information might be obtained, also employed Mr. Leckie, a stone mason of intelligence and experience, to examine the several quarries with a view to ascertain the lowest rate at which stone of a suitable quality could be obtained; the result of his inquiries was, that it could not be supplied for less than $3 50 per perch. He reported in writing, but his report cannot be found. The result, however, is distinctly recollected by the officers attached to the department who have seen the report. These various inquiries attracted the attention of the owners of quarries at the various points from which the stone would naturally be supplied, and produced a competition not less considerable than if proposals had been invited by advertisement. Bids were accordingly received from the quarriers at James, York, Potomac, and Susquehannah rivers; those from the last being founded upon experiments made by the permission of the Engineer Department, and at the expense of the Government; and although some of these bids were received shortly after the contract was formed, yet it is manifest from them that it was impossible to form the contract upon terms more advantageous to the Government. The proposal of Mr. Brooks, from James river, for stone of the kind required, was $1 25 per perch at the quarry; to which being added the expense of freight to Richmond, portage to Rocketts, and freight to Old Point Comfort,

the rate would be increased to at least $4 50; (see Mr. Brooks's proposal, herewith, marked C.) The proposal from Messrs. McDugall & Crandall, from the quarries on the Susquehannah, was at the rate of $3 50 per perch delivered; (see the proposal, dated the 4th of August, 1818, together with the letter from Mr. Crandall, dated the 4th of May preceding, herewith transmitted and marked D.) By the latter of which it appears that stone obtained from the Susquehannah, in the cheapest manner, and the most convenient for loading, without regard to quality, (by which it is understood to be loose stone, obtained without the expense of quarrying,) would cost $3, the stone being rated at only 50 cents per perch. A proposal was also received from Mr. Denison, upon the Susquehannah, at the rate of $3 50; but it cannot be found. A letter, however, from Commodore Rodgers, recommending Mr. Denison, has been found, and is herewith transmitted. Both of these bids were made after long consideration and actual experiments; made, as before stated, at the expense of the Government, and may be supposed to be as favorable as the rates of freight and labor would justify. From the proposal of Mr. Yeaton, which is at the rate of $4 per perch, and the statement of Mr. Cruttenden, a merchant of respectability and extensively engaged in shipping, and of Mr. Baker and Mr. Pumphrey, stone quarriers, it appears that stone could not have been delivered from the Potomac at that time on terms as favorable as those on which Mr. Mix contracted. They tend also to show that the intention of the Government to form the contract was well known to those whose interest it would be to undertake such a contract. Mr. Cruttenden, after two trips, did not think $2 sufficient for transportation alone, and accordingly abandoned it at that price; (see papers marked E.) The contract with Mr. Mix was formed upon proposals from him for supplying the stone from a quarry on York river, agreeably to two specimens of different qualities which accompanied his proposal; (it is transmitted herewith, and marked F.) General Swift, being under the impression that the best of the specimens was of a suitable quality, and the offer being fifty cents per perch lower than the rate which, by the experiments made both by the Government and individuals, it could, under the most advantageous management be furnished, closed with the proposal, and formed the contract in conformity to it. After the delivery of a few cargoes, doubts arose respecting the suitableness of its quality, which, upon its being more critically examined, terminated in the belief that it would not answer the purpose for which it was intended. Mr. Mix was notified, accordingly, that a further supply of that kind of stone could not be received, which involved the necessity of abandoning the contract altogether, or of supplying stone of a suitable quality from some other point. Mr. Mix protested against the determination of General Swift, on the ground that the contract had been made in relation to that particular kind of stone; that he had made his arrangements by purchasing quarries, and that it could not be delivered from any other point equally cheap; but, finally, rather than lose the expenses he had incurred in preparations, he determined to comply with the decision of the chief engineer. The declension in the price of freight and the expense of quarrying, which subsequently took place, has enabled Mr. Mix, notwithstanding the loss occasioned to him by the refusal of General Swift to receive the York river stone, to carry on the contract with profit to himself. It is, however, confidently believed that, without such declension, the refusal of the chief engineer to receive the York river stone would have involved the contractor in serious consequences, and put it out of his power to comply with his contract, as it appears from facts, which have already been stated, that stone could not have been delivered from any other point for less than $3 50. In fact, the contract, at the time, was considered so advantageous to the Government, that it is understood General Swift was desirous to extend it to the whole quantity required, which was declined by the contractor. It is believed under no other circumstances than those which have been mentioned could the contract have been made for less than $3 50. As the principal item of expense was the freight, which, as the York river quarry was not more than a sixth of the distance from the point of delivery of the quarries on the Potomac and Susquehannah, the difference in the freight in its favor more than compensated for the additional expense of getting out the stone from it. Whether the act of ———, 1809, required that proposals for contracts should be advertised, it would be improper for me to offer an opinion. It is, however, but due to General Swift to state that, on inquiry, it is ascertained that the practice of forming contracts without advertising, which has already been stated as being usual in the engineer service, previously to and at the time of forming this contract, equally extended to every other branch of the Government. It is particularly ascertained to have been the practice in the Ordnance and Quartermaster's Departments, and in the General Land Office attached to the Treasury Department, (as will appear by the statement from Mr. Meigs, transmitted herewith, and marked G.) Even higher example may be quoted for its authority. Among other instances which might be referred to, it is sufficient to cite the contract made in 1815 by the Secretary of War with Captain Thomas Clark, for diking the Pea Patch; and that made by the Ordnance Department, in 1816, under the sanction of the Secretary of War, with Mr. G. Boyd, for supplying ten thousand stands of arms, tools, materials, &c., for the use of the Ordnance Department; for neither of which contracts was there any advertisement. It is believed there are many other instances, and, in fact, that it was the universal practice.

Second inquiry. "Was there any surety for Mix, the contractor? If so, you will oblige the committee with a copy of the instrument."

Answer. Mr. Mix's contract was accompanied by a bond for its faithful execution, in the penal sum of $20,000, with sureties, which were approved and certified to be competent by the recorder of the city of New York. Copies of the contract and bond are herewith transmitted, marked H.

Third inquiry. "How many perches of stone have been delivered under said contract, and from what place or quarry, and what kind of stone?"

Answer. The whole quantity delivered is 87,964¾ perches. It has been delivered from various places, of which however, no account has been kept. The principal deliveries have been from the quarries on the Potomac, near Georgetown. Except the few cargoes delivered from York river, at the commencement of the contract, as has been stated, the stone has been granite.

Fourth inquiry. "In what manner, or how, is the quantity delivered ascertained?"

Answer. At the commencement of the contract, the quantity was ascertained by actual measurement on the deck of the vessel; but, being accompanied with much delay, and some uncertainty, it was changed to marking the depression of the vessels in the water before discharging the cargoes, and then accurately measuring the quantity of stone of which they consisted; the process being occassionally repeated, to test its accuracy. As connected with this point, I furnish herewith (marked I) a copy of the correspondence relating to it, of Colonel Gratiot, the engineer charged with the superintendence of the works, with this department, which will afford more particular information. It is proper to observe, that, with respect to this contract, the perch is estimated at 25 cubic feet, while at the Pea Patch it is estimated at 22 feet, and at some other places, particularly at Niagara and Rouse's Point, as low as 16½ feet.

Fifth inquiry. "Has the contractor (Mix) sold his contract? and, if so, to whom? when? and at what price per perch? if known to the War Department. Has a new contract been made with the person to whom Mix sold? and, if so, has security been given?"

Answer. The whole of the contract, except one-fourth, which has been transferred to Messrs. Howes Goldsborough & Co., of Havre de Grace, with the assent of the department, remains in the name of Mr. Mix, for which

he and his securities are responsible. It is understood, however, that a sub-contract was made with Major Vandeventer for one-half of the contract, some time after its formation; but as the arrangement was a private one between Mr. Mix and Major Vandeventer, and the latter was not recognised by the department, he has not been responsible to the Government for any part of the contract, which still remains in the name of Mr. Mix, with the exception of the fourth above stated. The terms and conditions on which Mr. Mix may have disposed of any part of his contract have never been communicated to this department. No new contract has been made with Messrs. Goldsborough & Co. They are bound by the stipulations of the original contract for the performance of the portion thereof of which they have become possessed, as will be seen by the bond given by them for its faithful execution, a copy of which, and of the letter from Mr. Mix, under which they were recognised as the owners of the fourth of the contract, are transmitted herewith, and marked K.

I have just received a reply to an application made to Mr. Mix, requesting him to state what had been the cost of the stone first delivered under his contract. It is founded on the expense of freight and quarrying, as ascertained by the charter-parties and bill of the quarrier, compared with the quantity delivered. Copies of the charter-parties, and of the bill of the quarrier, together with Mr. Mix's letter, are transmitted herewith, and marked L.

Respectfully submitted.

ALEX. MACOMB, *Maj. Gen., Chief Engineer.*

Hon. J. C. CALHOUN, *Secretary of War.*

A.

FORT WASHINGTON, *April* 26, 1822.

I certify that, in the years 1817 and 1818, I was instructed by General Joseph G. Swift, then chief engineer, to make inquiry with respect to the price of materials for the fortifications about to be erected at Old Point Comfort, of which I was the local engineer; and, agreeably to his instructions, I ordered Captain T. W. Maurice, of the corps of engineers, to proceed to Richmond and examine the stone quarries and the quality of the stone, together with the price per perch delivered at the nearest point of navigable transportation. His report justified me in concluding that the stone necessary for construction would cost the Government from $4 to $4 50. Under such circumstances I deemed it proper to abandon the project of getting stone from the neighborhood of Richmond, and applied to Mr. Baker, the stone quarrier, at the falls of the Potomac, (I think early in the year 1818,) who stated to me, from the best recollection I have of the subject, that he would not engage to deliver stone at Old Point for less than $4 or $4 50 per perch. I gave to this subject all the notoriety possible by verbal observation, and found no offers. When I understood that the contract was made at $3, I thought it one of the most advantageous contracts that could have been made under existing circumstances.

Before this contract was entered into, I had made experiments by having the stone quarried near Georgetown by laborers hired by the United States, and found that it could not be procured and carried to Old Point Comfort and there landed for less than $3 50 per perch, which, together with the great uncertainty of getting vessels to transport it, gave me no reasonable hope that so extensive a work would be conducted properly without the price was greatly enhanced for the transportation of the material. I should, as the agent of the Government, have had to offer from $2 50 to $3 per perch to have ensured at that time an adequate supply. The contract certainly was an advantageous one at the time the engagement took place, and saved the Government many thousand dollars.

W. K. ARMISTEAD, *Late Chief Engineer.*

B.

Certificate of Captain Maurice.

FORT WASHINGTON, *January* 26, 1822.

I certify, on honor, that, in the month of June, 1817, I was ordered by Lieut. Col. Walker K. Armistead, commanding the engineer corps, to proceed to Richmond, Virginia, and there examine the quarries of stone in the vicinity of that city, with a view to ascertain what such could be had for from thence, delivered at Old Point Comfort, Virginia; when the following proposals were made to me, viz:

Dr. Trent, of Manchester, for blown granite, on the spot, (per perch,) - - -	$1 50
For face granite, on the spot, - - - - - -	2 00
Mr. Kincaid, above the falls of James river, for the same, delivered at the shipping place, lower end of the city of Richmond, - - - - - -	3 25

and the transportation from thence to Old Point Comfort, from the best information I could collect, could not be had, at that time, for less than two dollars per perch.

THEO. W. MAURICE, *Captain Engineers.*

C.

Mr. Brooks's proposals.

DEAR SIR: RICHMOND, *June* 27, 1818.

Agreeably to your request to me in Norfolk to state to you on what terms I would furnish stone from my quarry, I now think proper to state to you that this quarry lies twenty-five miles above this place, one-fourth of a mile up —— creek, which is navigable for boats of any burden that can navigate the river below, and I will furnish the stone, on the bank of said creek, to the amount of from 100 to 150 perches per day, until any quantity we may contract for is furnished, (having about 100 hands now engaged on a building in the neighborhood that will soon be completed,) at the following prices, viz: for stone 3 feet and under, $1 25 per perch; for stone over 3 feet and under 5 in length, $1 50; over 5 and not exceeding 7 feet in length, $1 75 per perch; and if any should be wanted over 7 and not exceeding 10 feet in length, $2 25. It is unnecessary to say any thing with respect to the quality of the rock, as the piece I showed you in Norfolk was a fair sample of it. I shall be glad of your answer as soon as convenient, having propositions from the Dock Company of this place for about 30,000 perches, though I would prefer a larger contract.

Yours, respectfully,

ZACHARIAH BROOKS.

General SWIFT.

D.

Proposals of Crandall & McDugall.

WASHINGTON, *August* 5, 1818.

Crandall & McDugall, of Port Deposite, will engage to deliver any quantity of first rate building stone, at Old Point Comfort, for $3 50 per perch. If necessary, they will deliver the stone at the rate of 1,000 perches per month; and having a good saw-mill, and plenty of lumber on hand, together with a thorough knowledge of building and workmanship, they are persuaded they can do the wood work as satisfactorily, and on as reasonable terms, as any other persons in the United States.

CRANDALL & McDUGALL.

Commodore Rodgers's letter.

SIR: WASHINGTON CITY, *March* 13, 1818.

Mr. Denison, who hands you this, has very extensive stone quarries near the mouth of the Susquehannah, of the best quality for building. Mr. D. is desirous of contracting for the delivery of a large quantity, and has it in his power to fulfil any engagements he may enter into.

With great respect, I have the honor to be, &c.,

JNO. RODGERS.

Brigadier General SWIFT, &c. &c., *Washington.*

Allason Crandall's proposal.

PORT DEPOSITE, *May* 4, 1818.

On my return to Baltimore I made search for vessels, and offered $2 50 per perch for the stone; I then came on here, and have got the promise of two, at the rate of $2 50, but they will not go while they can get a freight here, which will not last more than this week. I am quite sure that I shall load one the last of this week, so as to arrive at the fort by the middle of next. These first stone will cost $3, and I wish you would make it suit to pay at least one-half the freight on delivery of the stone, as the vessels will not promise to go more than once. I am well assured that, when the thing is begun, there may be vessels enough.

Until then, I remain, yours sincerely,

ALLASON CRANDALL.

General J. G. SWIFT.

N. B. The first stone will not be a sample, as I shall get them in the cheapest manner, and the handiest for the vessels, to make the thing more flattering. When I am apprised of the value of the stone, I will send the sample. Should this meet your entire approbation, you will let me have a line from you.

A. C.

E.

Certificate of Mr. Cruttenden respecting freight.

GEORGETOWN, *April* 26, 1822.

In the summer of 1818 I made a trial of transporting stone to Old Point Comfort, with a view of ascertaining what it could be done for; after making two trips, per sloop Java, and for which I received two dollars per perch, I did not think the business worth following, and therefore abandoned it.

Respectfully,

JOEL CRUTTENDEN.

Certificate of Lloyd Pumphrey as to expense.

GEORGETOWN, *April* 29, 1822.

I certify that I was engaged in the years 1817-18 in quarrying and shipping stone to Old Point Comfort, and found it very difficult to obtain vessels to take stone at two dollars per perch freight; some few tried it, but said they could not make a business of it, as it would not pay expenses. The cost of quarrying and putting on board was considered to be worth about one dollar and a quarter per perch, making about $3 25 delivered. In 1820, Mr. Baker and myself got $3 50 for stone at Norfolk.

LLOYD PUMPHREY.

W. Yeaton's proposals.

SIR: ALEXANDRIA, *August* 7, 1818.

Having heretofore supplied Fort Washington (and contracted for Old Point) with stone lime, agreeably to an agreement with Colonel Armistead, at the very low price of $2 37½ per cask, I expected and believed I was to furnish the whole required at those places; and if it meets your approbation, I should like to furnish what may be wanted for the works in the Chesapeake bay, on the same terms—say in all the month of April 600 casks, or more if wanted, and continue through the summer and fall — casks per month, as may be required.

This price is less than ought to be given, or I can afford; yet as I understood by my *present contract*, at the time the proposals were made, that it was for *all* the lime wanted at those places, I am willing to furnish the quantity at that price.

While I was complying with my contract, lime was, and is now, selling here at from $2 75 to $3 00 per cask.

I also take the liberty to offer the following proposals for furnishing stone at Old Point:

For the gray granite rock, as taken from the quarry, $4 per perch.

For cut granite rock for cordon, or coping, measured in the usual way, $1 per foot. The quantity and time of delivery may be arranged to meet your wishes.

Very respectfully, &c.,

W. YEATON.

To General SWIFT.

John W. Baker's certificate.

GEORGETOWN, *April* 26, 1822.

I hereby certify, that at the time the contract for furnishing stone for the Rip Raps was about to be given out, I was solicited to offer for the same; and, understanding that there were offers for said contract at a lower rate than I thought would be profitable, declined offering; and also do further certify, that it was my opinion, when I heard of the price Major Mix was to get for delivering said stone, that it was an unprofitable contract at the time; further, I will state that, in the year 1820, I contracted to deliver stone at Norfolk to the Canal Company at $3 50 per perch.

JOHN W. BAKER.

F.

Elijah Mix's proposals.

SIR: WASHINGTON, *July* 23, 1818.

I offer to deliver at Old Point Comfort from one to one hundred and fifty thousand perches of stone, at $3 per perch, of sample No. 1, exhibited; I will deliver at the same place from one to two thousand perches of the sample No. 2 for $2 75 a perch.

I offer Samuel Cooper, James Oakley, and Mudler Robbins, as securities, in such sums as may be agreed upon, for the performance of any contract I may make with the United States.

I have the honor to be, &c.,

ELIJAH MIX.

Brigadier General SWIFT, *Chief Engineer, U. S.*

G.

SIR: GENERAL LAND OFFICE, *April* 23, 1822.

In answer to your inquiry as to the manner of disposing of the lead mines or salt springs on the public lands, I have to state that the practice has been to apply to the register and receiver of the office in whose district the mine or spring is, or to the recorder of land titles in Missouri, for leases; which leases are submitted to the approbation or rejection of the President of the United States. It has not been customary to advertise for the disposal of mines or springs.

I am, very respectfully, yours,

JOSIAH MEIGS.

Major VANDEVENTER.

H.

This agreement, made between Joseph G. Swift, on the part of the War Department of the United States, of the one part, and Elijah Mix, of New York, of the other part, witnesseth: That the said Elijah Mix agrees to deliver one hundred and fifty thousand perches of stone, from the banks of York river, Virginia, agreeably to samples this day lodged in the Engineer Department, at Old Point Comfort and the Rip Rap Shoals, in Hampton Roads, Virginia, at the rate of not less than three thousand perches a month, commencing by the 15th of September, 1818. And the aforesaid Joseph G. Swift agrees to pay, or cause to be paid him, the said Elijah Mix, three dollars a perch, for every perch of stone delivered at the above-mentioned places, agreeably to this contract.

In witness whereof, we have hereunto set our hands and seals, this 25th day of July, one thousand eight hundred and eighteen, at the city of Washington.

J. G. SWIFT, [SEAL.]
ELIJAH MIX. [SEAL.]

Witness: C. VANDEVENTER.

I.

Know all men by these presents: That we, Elijah Mix, Samuel Cooper, and James Oakley, are held and firmly bound to the United States of America, in the sum of twenty thousand dollars, lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors, and administrators, for and in the whole, jointly and severally, firmly by these presents. Sealed with our seals, and dated the fifth day of August, in the year of our Lord one thousand eight hundred and eighteen, and of the independence of the United States the forty-third.

The condition of the above obligation is such, that whereas the above bounden Elijah Mix has contracted with Joseph G. Swift, United States' chief engineer, to deliver one hundred and fifty thousand perches of stone at Old Point Comfort, Virginia: Now, if the said Elijah Mix does faithfully perform his part of said contract, then the above obligation to be void; otherwise, to remain in full force and virtue.

ELIJAH MIX, [SEAL.]
SAMUEL COOPER, [SEAL.]
JAMES OAKLEY. [SEAL.]

Sealed and delivered in the presence of
EDWARD MACOMBER, for E. MIX,
R. RIKER.

NEW YORK, *August* 5, 1818.

The sureties having been by me duly sworn, I do hereby approve of them as good and sufficient.

R. RIKER.

Extract of a letter of instructions to Lieutenant Colonel C. Gratiot.

"ENGINEER DEPARTMENT, WASHINGTON, *August* 19, 1819.

"The draughts of their vessels to be marked, and several cargoes of each vessel to be measured; and if the results shall be satisfactorily conclusive of the correctness of that mode of ascertaining the measurement, then to adopt it."

Extract of a letter of instructions to Captain F. Lewis, of the engineers, (then in the temporary command of the works at Old Point Comfort.)

"ENGINEER DEPARTMENT, WASHINGTON, *June* 1, 1820.

"Should the mode prescribed by the department for ascertaining the deliveries be not sufficiently guarded to prevent such [alleged] abuses, you will adopt proper precautions, and, if necessary, have each delivery perched by a proper measurer. It is supposed, however, that the ensuing plan will obviate the necessity of measuring each load, which process is objectionable on the score of the delay to which it is subject. Have each vessel accurately perched, and her water-mark, when properly loaded, permanently fixed upon her, and examined, as often as may be necessary to prevent frauds, whether she has her true ballast, and is free from water kentledge, or other unnecessary lumber."

Extract of a letter from Lieutenant Colonel C. Gratiot to the Hon. Secretary of War.

"FORT MONROE, *June* 19, 1820.

"That, respecting the frauds supposed to exist in the deliveries of stone at the Rip Raps and this post, the modes of measurement are such at both places as to render it almost impossible for captains of vessels to attempt imposition on the officers and other persons charged with that duty, without immediate detection.

"Captain Lewis has had charge of the delivery at the Rip Raps, and had to assist him Mr. Superintendent Smith, and three stone measurers of approved character, of great zeal and activity for the public welfare and interest, who made it their invariable rule, with all vessels discharging on marks, to have them brought in smooth water, pumped dry, and the run examined; if found free of water, the marks were next inspected, to see if they were down previous to their being allowed to unlade. These vessels are not permitted to make more than three trips without being remeasured, and this remeasurement is renewed when least expected, frequently at successive trips. In most instances the mark vessels carry no ballast.

"The mode for marking is to take the vessels in smooth water, where they are, by pumping, freed of the water they may contain; after which, the distance of the water line is carefully measured externally to some irremovable part of the stern and bow, which distances are noted in a book. The load is then discharged in the manner that vessels on freight are, to ascertain their contents.

"Vessels carrying ballast have the ballast as well as the loaded marks. To ascertain the contents of cargoes on freight, the stone is removed in parcels from the hold to the deck, where it is closely packed in rectangular masses, and measured by multiplying the length and breadth into the depth, to determine the cubical contents of each parcel. An account is kept of each measurement, stating the number of cubical feet and inches, and the aggregate of the whole calculated at the proper office, in the presence of the agents of the contractors, to whom receipts are given. The sums of the deliveries are divided by twenty-five, thereby allowing one-quarter of a foot in the length of the perch for vacuities."

K.

SIR: GEORGETOWN, *April* 13, 1821.

Mr. H. Goldsborough having purchased from Mr. S. Cooper the undelivered part of one-fourth of my contract, I have no objection to his being recognised by the Government as the owner thereof, and to their giving orders for payment to be made to him, or to such persons as he may authorize to receive it for him, without further authority from me, for the deliveries that have already been made, or that may hereafter be made thereon, provided the responsibility now attaching to me, for the due fulfilment of the whole contract, be so modified as to transfer from me to him so much thereof as will apply to the portion withdrawn, as above stated, from my jurisdiction, and provided, also, the Government will exonorate me from obligations to liquidate one-fourth of the $10,000, advanced by them on the contract, holding him liable therefor.

The foregoing I will consider to be binding on me whenever I shall receive a notification of its acceptance by the War Department.

I have the honor to be, sir, with much respect, your obedient servant,

ELIJAH MIX.

Hon. J. C. CALHOUN, *Secretary of War.*

Know all men by these presents: That we, Major John Davidson and Richard Y. Goldsborough, both of Washington, District of Columbia, are held and firmly bound unto the United States of America in the just and lawful sum of $5,000, for the payment whereof, well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, administrators, and assigns, jointly and severally, firmly by these presents. Sealed with our seals, and dated the 15th day of June, in the year of our Lord 1821.

Whereas, on the 25th of July, 1818, the War Department of the United States, by their agent, Joseph G. Swift, entered into a contract with Elijah Mix, of Georgetown, in the District of Columbia, for the delivery at Old Point Comfort and the Rip Rap Shoals, in Hampton Roads, Virginia, 150,000 perches of stone, for which payment was to be made at the rate of three dollars per perch, as by reference to said contract will fully appear: and whereas the said Mix, by an instrument of writing, dated the 24th of April, 1819, did sell and convey to Christopher Vandeventer, of Georgetown, in the District of Columbia, one-half part (75,000 perches) of said contract: and whereas the said Vandeventer did, on the 20th January, 1820, sell and convey to Major Samuel Cooper, of New York, one-half of his interest in said contract, namely, 37,500 perches: and whereas the said Cooper did, on the 1st day of July, 1820, sell and convey to Henry Denison, of Maryland, Francis Le Barron, of New York, and Howes Goldsborough, of Maryland, composing the firm of Howes Goldsborough & Co., his entire right to and in said contract, as derived from said Vandeventer, being the 37,500 perches last mentioned, or so many thereof as remained to be delivered, which said right is hereby recognised by the Government of the United States, and also the right of said Howes Goldsborough & Co. to participate in any advantages which may hereafter be extended to the original contractor, the said Mix:

Now the condition of this obligation is such, that if the said Howes Goldsborough & Co. shall deliver, or cause to be delivered, from quarries on the Susquehannah river, the residue of the 37,500 perches of stone before mentioned, of such quality and size as the Secretary of War shall approve, and at the aforesaid Old Point Comfort, or the Rip Raps, as the said Secretary may determine upon, then this obligation to be void; otherwise, to remain in full force and virtue.

JOHN DAVIDSON, [SEAL.]
RICHD. Y. GOLDSBOROUGH. [SEAL.]

Test: BRICE J. GOLDSBOROUGH.

The signers of the within bond are personally known to me, and are, in my opinion, fully competent to the payment of the penalty, in the event of any failure in the performance of the contract.

D. PORTER.

L.

SIR: GEORGETOWN, *April* 26, 1822.

In answer to your inquiry respecting the cost and transportation of stone for the first six months that I was employed in fulfilling my contract, I have enclosed to you a copy of an account from Mr. T. Baker, to which is to be added the putting on board, which is equal to 25 cents per perch, which will make the cost of the stone when on board $1 25. I have likewise enclosed two charter-parties for vessels hired by the month, and refer you to the books of the department to see the quantity that they delivered during the four months employed; and it will be seen that the Flag, Captain Skidmore, delivered but 396 perches, for which I paid him $1,200; that the Brilliant, Captain Bunce, delivered but 324 perches, for which I paid him $1,000, which exceeds by $40 the amount that I received from the Government for stone and transportation. Calculating the stone at the above price, I could not have lost less than $940 on those two vessels. I had at this time several vessels equally unsuccessful. I have likewise to state, and pledge myself to prove it, that during the first year's operation my deliveries amounted to $13,640, and that the expenses in delivering that quantity cost me $21,461, making a clear loss of $7,821 in my first year's business.

The price of freight during the year 1818 was never less than $2 per perch, and in several instances $2 25 was paid, to induce freighters to commence the business, in hopes that they would get more accustomed to it, and induce others to try the experiment.

I have the honor to be, &c.

E. MIX.

General ALEXANDER MACOMB, *Engineer Department, Washington.*

Mr. E. Mix to John M. Baker, DR.

1818.		
October 22,	To 608 perches, at $1 per perch, by scow measure, - -	$608

Received the above. JOHN M. BAKER.

Contract of E. Mix with J. Skidmore for vessel, &c.

Articles of agreement made this 12th day of August, in the year of our Lord 1818, between Joel Skidmore, of the city of New York, and Elijah Mix and George Cooper, of the same place, as follows, that is to say:

The said Joel Skidmore agrees to employ and use the sloop called the Flag in the service and business of the said Elijah Mix and George Cooper to and from the port of New York, and any ports or places in the State of Virginia that the said Elijah Mix and George Cooper may require, and to victual, man, equip, and furnish the said sloop with, and sufficiently for, such service and business, for the term and period of four months from the day of the date hereof; and the said Elijah Mix and George Cooper jointly and severally covenant and agree to and with the said Joel Skidmore to hire the said sloop of him, the said Joel Skidmore, for the term and period of four months aforesaid, and to pay him at the end and expiration of every month, from the day of the date hereof, the monthly sum of $300 for the use and employment thereof, it being understood that the said Joel Skidmore is to sail in and command the said sloop, and that the said monthly payments are to be in full of all expenses or charges whatsoever; and for the faithful performance hereof the said Joel Skidmore pledges to the said Elijah Mix and George Cooper the said sloop, her tackle, apparel, and furniture; and the said Elijah Mix and George Cooper pledge to the said Joel Skidmore the goods, wares, articles, merchandise, and loading that may from time to time be on board of the said sloop or vessel.

In witness whereof, the said parties to these presents have hereunto set their hands and seals the day and year first above written.

JOEL SKIDMORE,
ELIJAH MIX.

Sealed and delivered in presence of
HARVEY BUNCE,
RICHARD SNEDEN.

Contract between E. Mix and H. Bunce for vessel, &c.

Articles of agreement made this 10th day of August, in the year of our Lord 1818, between Harvey Bunce, of Huntington, Suffolk county, of the one part, and Elijah Mix and George Cooper, of the city of New York, of the other part, as follows, that is to say:

The said Harvey Bunce agrees to employ and use the sloop called the Brilliant in the service and business of the said Elijah Mix and George Cooper, to and from the port of New York, and any ports or places in the State of Virginia that the said Elijah Mix and George Cooper may require, and to victual, man, equip, and furnish the said sloop with, and sufficiently for, such service and business, for the term of four months from the day of the date hereof; and the said Elijah Mix and George Cooper jointly and severally covenant and agree to and with the said Harvey Bunce to hire the said sloop of him, the said Harvey Bunce, for the term and period of four months aforesaid, and to pay him at the end and expiration of every month, from the day of the date hereof, the monthly sum of $250 for the use and employment thereof, it being understood that the said Harvey Bunce is to sail in and command the said sloop, and that the said monthly payments are to be in full of all expenses or charges whatsoever; and for the faithful performance hereof the said Harvey Bunce pledges to the said Elijah Mix and George Cooper the said sloop, her tackle, apparel, and furniture; and the said Elijah Mix and George Cooper pledge to the said Harvey Bunce the goods, wares, articles, merchandise, and loading that may from time to time be on board of said sloop.

In witness whereof, the said parties have hereunto set their hands and seals the day and year first above written.

HARVEY BUNCE,
ELIJAH MIX.

Sealed and delivered in presence of
JOEL SKIDMORE.

Mr. Calhoun to Mr. Butler.

SIR: DEPARTMENT OF WAR, *April* 30, 1822.

I have the honor to communicate, herewith, an additional report of the chief engineer on the subject of Mr. Mix's contract.

I have the honor to be, sir, with great respect, your obedient servant,

J. C. CALHOUN.

Hon. JOSIAH BUTLER,
Chairman of the committee appointed to investigate Mr. Mix's contract with the United States.

General Macomb to Mr. Calhoun.

SIR: ENGINEER DEPARTMENT, *April* 30, 1822.

I addressed a note this morning to General Swift, who arrived last evening, requesting him to examine the report made by this department yesterday on the subject of Mr. Mix's contract, and to state how far it accorded with the facts; and, also, any circumstances within his knowledge respecting the transaction that may not have been embraced in the report.

I have just received the answer of General Swift, accompanied by his deposition, and have the honor to transmit them herewith.

I transmit, also, a statement from Commodore Rodgers, respecting the proposal of Mr. Denison, which, in the report of yesterday, was stated to have been mislaid, which he was polite enough to furnish in answer to an application on the subject, addressed to him this morning.

I take occasion to make here a remark, which should properly have been introduced in my report of yesterday, in the answer to the inquiry respecting the quantity of stone which had been delivered under Mr. Mix's contract. It is, that the contract to this period has been executed faithfully, and to the satisfaction of the department; and that the quantity delivered has, in every instance, been equal to the portion of the appropriation allotted to the contract.

I have the honor to be, sir, your most obedient servant,

ALEX. MACOMB, *Maj. Gen., Chief Engineer.*

Hon. J. C. CALHOUN, *Secretary of War.*

General Swift to General Macomb.

SIR: WASHINGTON, *April* 30, 1822.

Your letter of this A. M., submitting for my examination a report to the Secretary of War from the Engineer Department, dated 29th instant, upon the subject of Mix's contract, I have examined, and believe it to be correct. Herewith I enclose you my deposition in relation to the subject. Should the committee of Congress wish to have me before them, I am ready to wait upon them, and am to be found at Major Roberdeau's, at Georgetown.

I remain, your most respectful, humble servant,

J. G. SWIFT.

Maj. Gen. MACOMB.

Brigadier General Swift's deposition.

WASHINGTON, *April* 30, 1822.

Joseph G. Swift, late of the United States engineers, deposeth and saith, that, in the summer of 1818, he made a contract with Elijah Mix, for stone, to be delivered in Hampton Roads, at the Rip Raps. That said contract was made upon the best procurable terms, and, as he (the deponent) believes, fifty cents less per perch than could be procured from any other quarter. That good and sufficient security was taken of Mr. Mix for the faithful execution of his contract, in a penal sum of twice the amount that would in any case be advanced to him. That, at the time of forming the contract, this deponent verily believes that Major Christopher Vandeventer had no interest whatever in said contract; that said Vandeventer had no sort of control or direction in forming the contract; and that the contract was made solely with Mr. Mix, and with no other person. That, with respect to Mr. Mix's character, the deponent had no knowledge or intimation of any fact or report which impeached his (Mix's) character at the time of forming the contract; but that the deponent believed Mix to be well qualified, from his activity and enterprise, to fulfil his agreement. That the deponent has been informed that he was suspected of being interested in said contract. Such suspicion is unfounded in truth; he (the deponent) is not, and has not at any time been, interested in said contract. That, in relation to the statement of the chief engineer, General Macomb, made to the Secretary of War on 29th of April instant, about the said contract, it is, to the best of his (the deponent's) knowledge and belief, a true statement of the manner in which the contract was made and has been conducted; and further the deponent saith not.

J. G. SWIFT.

DISTRICT OF COLUMBIA, *County of Washington, ss.*

On this 30th day of April, 1822, before the subscriber, one of the justices of the peace for the said county, appears J. G. Swift, and makes oath, in due form of law, that the foregoing and above statement, and every matter and thing therein contained, is just, true, and correct, to the best of his knowledge and belief.

Subscribed and sworn to before me,

JOHN N. MOULDER, *Justice of Peace.*

Commodore Rodgers to General Macomb.

SIR: WASHINGTON, *April* 30, 1822.

In answer to your inquiry of this date, I have to state, that, previously to Mr. Denison's sending to the Engineer Department his proposal to furnish stone for the fortifications constructing at the entrance of Hampton Roads, he showed me his calculations with respect to the price at which he thought he could deliver the stone, and asked

my opinion as to their correctness. As well as my recollection serves me, the tender which he showed me was put at $3 25 per perch, but at my suggestion he increased it to $3 50. At that time I was under the impression that at $3 50 he would not be able to make more than from 37½ to 50 cents per perch, even with the best management, and nothing without very good management, owing to the high price of freight, quarrying, and loading the vessels; the former being, I think, $2 25 to $2 50 per perch, and the latter 70 to 75 cents.

I am, sir, very respectfully, your obedient servant,

JOHN RODGERS.

To Maj. Gen. ALEXANDER MACOMB, *Chief Engineer, &c. &c.*

P. S. In the above the price of the stone is not included; the quarry from which Mr. Denison intended getting it belonged to his mother.

SIR: WAR DEPARTMENT, *May* 1, 1822.

In reply to your communication of yesterday, I have the honor to enclose a report from the chief engineer, affording the information requested.

I am, sir, very respectfully, your most obedient servant,

J. C. CALHOUN.

To the Hon. JOSIAH BUTLER,
Chairman of the committee of the House of Representatives, on the Mix contract.

General Macomb to the Secretary of War.

SIR: ENGINEER DEPARTMENT, WASHINGTON, *May* 1, 1822.

I communicate herewith a letter of General Swift, in answer to the inquiry made by the honorable chairman of the select committee appointed to investigate Mr. Mix's contract.

In addition to what General Swift has communicated with regard to Mr. Perley's offer to furnish stone, I have to state that I have caused a careful examination to be made of the records of this office, and find no evidence of his offer on file; and, upon inquiry of the gentlemen attached to the department, I can obtain no recollection or information relating to it. As it regards the price, it may be proper, in addition to what was stated in my report of yesterday, to observe, that the contract of Mr. Mix for the delivery of stone at the Rip Raps and Old Point Comfort has been invariably construed to mean stone of the size and dimensions which the works require. Under this construction, the contractor is not permitted to deliver any stone of less than one hundred and fifty pounds weight, to form the mole at the Rip Raps. It is also proper to state that the mole, being erected in the open sea, and in eighteen feet water, very considerable expense attends the delivery of stone for the formation thereof. The contractor is compelled to graduate the mole seven feet above the water, in the formation of which his vessels are obliged to be secured between two anchors, in such manner as to be enabled to land their cargoes by means of stages from the decks of the vessels to the top of the deposite. In this situation they are in contact with the slope of the mole, subject to constant attrition and thumping against the sharp edges of the rocks, occasioned by the swell and agitation of the sea, and thereby exposed to increased wear and injury.

I have the honor to be, very respectfully, sir, your obedient servant,

ALEX. MACOMB, *Maj. Gen., Chief Engineer.*

The Hon. J. C. CALHOUN, *Secretary of War.*

General Swift to General Macomb.

SIR: WASHINGTON, *May* 1, 1822.

In reply to your inquiry whether Mr. Mix was recommended to me as a suitable contractor, I have to state that I never received any recommendation of Mr. Mix. My idea of his fitness was derived from his personal deportment and conversation, and from having heard him spoken of as being an active and intelligent man of business, who had been employed during the late war in annoying the enemy in Chesapeake bay; at which time, as a sailing-master in the United States navy, he had nearly succeeded in an enterprise to blow up the Plantagenet 74.

I learn that a Mr. Perley has stated that he made proposals to me, in 1818, to supply stone at Hampton Roads, from Aquia creek, at two dollars and fifty cents per perch. I recollect that Mr. Perley did propose to supply stone from Aquia, but do not recollect the price, though it may have been two dollars and fifty cents; but the stone at Aquia is freestone, and not fit to form a foundation under water, and would not have been used for that purpose at any price. Whether Mr. Perley made written or verbal proposals to me, I do not remember; but my impression is, that the communication was a few moments' conversation.

I remain, your respectful, humble servant,

J. G. SWIFT.

Major General MACOMB.

SIR: DEPARTMENT OF WAR, *May* 4, 1822.

I have the honor to transmit, herewith, through you, to the committee appointed to investigate the contract between the United States and Mr. Mix, a report, accompanied by documents, from Major General Macomb, the chief engineer, of this date.

I have the honor to be, sir, with the highest respect, your most obedient servant,

J. C. CALHOUN.

Hon JOSIAH BUTLER, *Chairman of the committee, &c.*

Letter from General Macomb to J. C. Calhoun.

SIR: ENGINEER DEPARTMENT, *May* 4, 1822.

I have the honor to transmit, herewith, a deposition from General Swift, dated the 3d instant; a letter from Colonel Bomford to General Swift, dated the 3d instant; a letter from Captain Smith to General Swift, dated

the 2d instant, to which is attached the deposition of Captain Smith; another letter from Captain Smith to this department, of this date; a statement from Mr. Steuart of yesterday's date; and a letter from Colonel Wadsworth to the Secretary of War, dated the 23d of July, 1818; all of which have reference to the investigation of Mr. Mix's contract with the United States now pending, and are respectfully submitted.

ALEX. MACOMB, *Maj. Gen., Chief Engineer.*

Hon. J. C. CALHOUN, *Secretary of War.*

Joseph G. Swift's deposition.

CITY OF WASHINGTON, *May* 3, 1822.

Joseph G. Swift deposeth and saith, that he has been informed that it has been stated by Mr. Perley and others to the committee of Congress who are examining Mr. Mix's contract, that proposals were made to him, the said Swift, in 1818, to furnish stone at Hampton Roads for a less sum than three dollars a perch. Said Swift saith that there was no bid whatever made to him by Mr. Perley, nor by any other person, for Potomac stone, nor for any other stone, (save freestone of Aquia, which is not proper for foundations under water,) for a less sum than three dollars a perch. This deponent further saith that, to the best of his knowledge and belief, all the bids which he received for stone are mentioned in the report of the Engineer Department of 29th April, 1822, with the exception of Aquia, as above stated.

J. G. SWIFT.

DISTRICT OF COLUMBIA, *Washington county, ss.*

On this 3d day of May, 1822, before the subscriber, one of the justices of the peace for the said county, personally appears J. G. Swift, and makes oath, in due form of law, that the foregoing and above statement, and every matter and thing therein contained, is just, true, and correct, to the best of his knowledge and belief.

Subscribed and sworn to before

JOHN N. MOULDER, *Justice of the Peace.*

Captain Smith to General Macomb.

SIR: WASHINGTON, *May* 4, 1822.

I omitted, in my letter to General Swift of the 2d instant, to state that, in the conversation to which it refers, Mr. Perley had told me his proposal for supplying stone at two dollars and fifty cents per perch was offered after he had received General Swift's letter, in which his proposal for furnishing bill freestone at twelve dollars per ton had been rejected.

My determination to call on Mr. Perley was occasioned by the following circumstances: Having understood that the quarries on Aquia and Potomac creeks were several miles distant from water carriage, I called on Mr. Blagden, the superintendent of stone work at the Capitol, who was stated to be well informed as to the situation of all those quarries, to ascertain the facts in the case, and particularly with respect to the quarry at which Mr. Perley was established; intending, if the information previously received should be confirmed by Mr. Blagden, to show that the land carriage alone from the quarries to the place where it would be shipped, of the stone contemplated by the proposal of Mr. Perley, would have cost more than the rate of that proposal. I learned from Mr. Blagden that Mr. Perley had been at different quarries, and that one of them was only a quarter of a mile distant from water carriage. I then determined to call upon Mr. Perley, with a view merely to ascertain from what quarry he intended to supply the stone. Nothing was more remote from my expectation than that the interview would have led to the disclosures which have been detailed in my letter to General Swift.

I am, sir, very respectfully, your obedient servant,

J. L. SMITH, *Captain corps of Engineers.*

Major General MACOMB, *Chief Engineer.*

Colonel Bomford to General Swift.

SIR: WASHINGTON, *May* 3, 1822.

Herewith I annex a brief of my knowledge of Mr. F. Perley, together with my recollection of the price of stone in the years 1817 and 1818, deliverable at the fortifications near the entrance of the Chesapeake.

To the best of my recollection, within the time above noted Mr. F. Perley called upon me with a request that I would introduce him to you; his object, he stated, was to obtain a contract, or some employment connected with the supply of stone for the fortifications on the Chesapeake. From my knowledge of him while he was quarrying marble for the Capitol, wherein he exhibited both capacity and industry, and having also been recommended to me by Mr. R. Leckie, I made no hesitation in complying with his wishes.

On the subject of the prices of stone, about the time above stated I had a conversation with Mr. R. Leckie, a very experienced and intelligent mason, in whose judgment I continue to entertain great confidence, who showed me an estimate which he had made, which, to the best of my recollection, did not materially vary from two dollars and fifty cents for sund or inferior stone, and three dollars and fifty cents for the Potomac granite. I recollect at the time to have expressed my surprise at the apparent extravagance of the calculation; that was, however, removed by an explanation of the items, particularly that of the cost of the freight from the quarries to the fortifications.

The above I have no objection to depose to, if required.

Respectfully, I remain your most obedient and humble servant,

G: BOMFORD.

General J. G. SWIFT.

Deposition of Mr. Steuart.

GEORGETOWN, *May* 3, 1822.

About the time that the contract for stone for the Rip Raps was entered into with Mr. Mix, in conversation with Mr. John Baker, to whom I had previously rented extensive quarries of stone on the Potomac, above Georgetown, he informed me of Mr. Mix having obtained the contract, and stated that he yet expected to furnish the stone, as it was impossible for any man to furnish it at the price contracted for, viz: three dollars per perch; and that his proposals, being lower than any except Mr. Mix's, would entitle him to a preference in the event of Mr. Mix finding that he could not comply; and went into a detailed calculation as to the cost, from which it was evident that, upon the

most sanguine calculation, fifteen cents per perch only would remain to compensate him for his labor, and to cover the variety of contingencies to which all such contracts are invariably liable; and that it was from his long practice in the quarrying business, his having all the necessary scows and implements on hand, and from his personal knowledge of the persons with whom he would have to deal, that he calculated upon the fifteen cents, and that he did not believe it possible for any other man to save himself at the price he had offered; and, from my own knowledge of the cost of the stone at the water's edge, and of the price of transportation, I felt confident that any other man but Mr. Baker would have sustained a loss of twenty-five cents at least upon Mr. Mix's contract. The result, however, so far, appears very different, owing to the very unexpected and rapid fall in the price of labor and transportation, which, I think, occurred within the first year of the contract, and to a very judicious purchase of a quarry by Mr. Mix; and it is from these causes solely that I am convinced Mr. Mix has derived his profit and been saved from ruin; and I do not hesitate to state that I would not have taken the contract off Mr. Mix's hands for $25,000, though the stone in the quarry would have cost me nothing.

WILLIAM STEUART.

DISTRICT OF COLUMBIA, *Washington county, ss.*

On this 3d day of May, 1822, before the subscriber, one of the justices of the peace for the said county, personally appears William Steuart, and makes oath, in due form of law, that the foregoing statement, and every matter and thing therein contained, is, to the best of his knowledge and belief, just, true, and correct.

Subscribed and sworn to before

JOHN N. MOULDER, *Justice of the Peace.*

SIR: ORDNANCE OFFICE, *July* 23, 1818.

Understanding Lieutenant Mix, formerly of the navy, has made application for the situation of military storekeeper, I should be much pleased if he could be appointed to the arsenal on the Hudson, near Troy, no storekeeper having yet been assigned to that post. The commanding officer at that station has been obliged to attend to the duties of storekeeper, and transmit the quarterly returns. There being a great deal of business to be done there, an active storekeeper, well acquainted with business, will be particularly useful, and is, it may be said, indispensable.

I have the honor to be, very respectfully, sir, your obedient servant,

DECIUS WADSWORTH, *Colonel of Ordnance.*

Hon. J. C. CALHOUN.

SIR: ENGINEER DEPARTMENT, WASHINGTON, *May* 6, 1822.

In reply to your letter of this day, desiring "to know what amount, or part, of the appropriation of 1821 for fortifications was applied or allotted to the contract of Mr. Mix for that year," I have the honor to state that forty thousand eight hundred and six dollars was the sum so allotted; and it is presumed that the said sum was so applied, as the balance in the hands of the agent was but eight dollars on the last settlement. The accounts being with the Military Committee, they cannot be referred to at this time.

I have the honor to be, very respectfully, sir, your most obedient servant,

ALEXANDER MACOMB, *Maj. Gen., Chief Engineer.*

To the Hon. JOSIAH BUTLER,
Chairman of the committee appointed to investigate Mr. Mix's contract.

SIR: WASHINGTON, *April* 27, 1822.

In conformity with the request contained in your letter of the 23d instant, I have the honor to transmit a statement of the money paid to Mr. E. Mix under his contract of the 5th of April, 1818, and to others, as subcontractors under the said Mix, and showing the dates of the several payments. The original vouchers are sent, which you will have the goodness to return when no longer necessary.

I remain, with respect, &c.

WILLIAM H. CRAWFORD.

Hon. JOSIAH BUTLER, *Chairman of a select committee.*

Statement of payments made to Elijah Mix and others under his contract for the delivery of stone at Old Point Comfort and the Rip Rap Shoals, dated 5th April, 1818.

Date.	To whom paid.	By whom paid.	Perches of stone.	Amount.
1818.				
August 8,	Elijah Mix, - -	Warrant issued by Secretary of War, of this date, on account of fortifications,	- -	$10,000 00
November 10,	Elijah Mix, - -	James Maurice, -	2,187½ at $3	6,563 25
December 10,	Elijah Mix, - -	James Maurice, -	1,210¾	3,632 25
1819.				
January 4,	Elijah Mix, - -	James Maurice, -	218	654 00
March 10,	Elijah Mix, - -	James Maurice, -	153	459 00
March 6,	Elijah Mix, - -	James Maurice, -	561¼	1,683 75
April 19,	Elijah Mix, - -	James Maurice, -	340 3-25	1,020 36
May 10,	Elijah Mix, - -	James Maurice, -	198	594 00
May 10,	Elijah Mix, - -	James Maurice, -	423 10-25	1,270 20
June 10,	Elijah Mix, - -	James Maurice, -	1,040 8-25	3,120 96
June 10,	Elijah Mix, - -	James Maurice, -	1,507 11-25	4,522 32
July 1,	Elijah Mix, - -	James Maurice, -	1,295 13-25	3,886 56
July 1,	Elijah Mix, - -	James Maurice, -	2,192 11-25	6,577 32
August 1,	Elijah Mix, - -	James Maurice, -	1,145 16-25	3,436 92
August 1,	Elijah Mix, - -	James Maurice, -	570 14-25	1,711 68
September 1,	E. Adams, attorney of Mix,	James Maurice, -	1,094 11-25	3,283 32

STATEMENT—Continued.

Date.	To whom paid.	By whom paid.	Perches of stone.	Amount.
1819.				
September 4,	Elijah Mix, - -	James Maurice, -	8,687 4-25	$26,061 48
September 30,	Elijah Mix, - -	James Maurice, -	4,319 23-25	12,959 76
September 30,	E. Adams, his attorney, -	James Maurice, -	2,017 1-25	6,051 12
September 30,	Elijah Mix, - -	James Maurice, -	906 17-25	2,730 04
September 30,	Elijah Mix, - -	James Maurice, -	567 19-25	1,703 28
October 30,	Elijah Mix, - -	James Maurice, -	3,885	11,655 00
October 30,	E. Adams, his attorney, -	James Maurice, -	1,606	4,815 00
December 31,	Elijah Mix, - -	James Maurice, -	5,456 22-25	16,370 64
1820.				
February 28,	E. Adams, his attorney, -	James Maurice, -	551 4-25	1,653 48
April 28,	R. Sneden, attorney of E. Adams, agent of Samuel Cooper, - -	James Maurice, -	266 3-25	798 36
April 28,	Same, - -	James Maurice, -	789 3-25	2,367 36
April 28,	Same, - -	James Maurice, -	2,184 24-25	6,554 88
April 28,	Same, - -	James Maurice, -	985 16-25	2,956 92
May 12,	Same, - -	James Maurice, -	1,252 6-25	3,756 72
June 3,	Same, - -	James Maurice, -	1,242 3-25	3,726 36
May 31,	Elijah Mix, - -	James Maurice, -	10,170 1-25	30,510 12
July 31,	Elijah Mix, - -	James Maurice, -	7,504 5-25	22,512 60
August 25,	Elijah Mix, - -	James Maurice, -	58 14-25	175 68
September 5,	Elijah Mix, - -	James Maurice, -	2,173 6-25	6,519 72
September 5,	Elijah Mix, - -	James Maurice, -	1,770 14-25	5,311 68
September 5,	Elijah Mix, - -	James Maurice, -	1,691 20-25	5,075 40
September 5,	Elijah Mix, - -	James Maurice, -	2,334 10-25	7,003 20
December 31,	Elijah Mix, - -	James Maurice, -	1,772 18-25	5,318 16
December 31,	Elijah Mix, - -	James Maurice, -	1,562	4,686 00
1821.				
April 28,	Howes Goldsborough & Co.	James Maurice, -	1,005 23-25	3,017 76
April 28,	Howes Goldsborough & Co.	James Maurice, -	505 20-25	1,517 52
April 28,	Elijah Mix, - -	James Maurice, -	417 9-25	1,252 08
June 8,	Elijah Mix, - -	James Maurice, -	1,735 9-25	5,206 08
June 8,	Elijah Mix, - -	James Maurice, -	33 10-25	100 20
August 8,	Howes Goldsborough & Co.	James Maurice, -	329 44-100	988 32
August 8,	R. C. Jennings, - -	James Maurice, -	762 12-100	2,286 36
August 27,	Elijah Mix, - -	James Maurice, -	254 4-100	762 12
August 27,	Elijah Mix, - -	James Maurice, -	1,242 40-100	3,727 20
August 27,	Elijah Mix, - -	James Maurice, -	407 68-100	1,223 04
September 30,	Howes Goldsborough & Co.	James Maurice, -	622 6-25	1,866 72
November 13,	Howes Goldsborough & Co.	Colonel Charles Gratiot, -	445 84-100	1,337 52
November 13,	Howes Goldsborough & Co.	Colonel Charles Gratiot, -	381 8-100	1,143 24
December 5,	Robert C. Jennings, -	Colonel Charles Gratiot, -	68 12-100	204 36
December 5,	Robert C. Jennings, -	Colonel Charles Gratiot, -	162 8-100	486 24
December 11,	Elijah Mix, - -	Colonel Charles Gratiot, -	284 20-100	852 60
December 11,	Elijah Mix, - -	Colonel Charles Gratiot, -	44 64-100	133 92
December 11,	Elijah Mix, - -	Colonel Charles Gratiot, -	427 60-100	1,282 80
December 11,	Elijah Mix, - -	Colonel Charles Gratiot, -	155 16-100	465 48
December 12,	Elijah Mix, - -	Colonel Charles Gratiot, -	40 60-100	121 80
1822.				
January 12,	Robert C. Jennings, -	Colonel Charles Gratiot, -	116 48-100	349 44
January 20,	Howes Goldsborough & Co.	Colonel Charles Gratiot, -	36	108 00
March 13,	Elijah Mix, - -	Colonel Charles Gratiot, -	143 64-100	430 92
March 25,	Elijah Mix, - -	Colonel Charles Gratiot, -	119 84-100	359 52
March 27,	Elijah Mix, - -	Colonel Charles Gratiot, -	36 18-25	110 16
March 30,	Elijah Mix, - -	Colonel Charles Gratiot, -	294 40-100	883 20
			87,964¾ & 10-25	273,895 45

From which deduct the advance of $10,000, the first item in this statement, that sum having been accounted for in the years 1819 and 1820, by stoppages made by the agent of fortifications, - 10,000 00

Total amount paid to E. Mix, - - - - - - $263,895 45
as far as the accounts have been rendered, being for 87,964¾ and 10-25 perches stone, at $3 per perch.

TREASURY DEPARTMENT, THIRD AUDITOR'S OFFICE, *April* 26, 1822.

PETER HAGNER, *Auditor.*

DEAR SIR: WASHINGTON, *May* 7, 1822.

Will you do me the favor to correct my letter and report of payments in the case of E. Mix, so far as it regards the date of his contract, which the clerk mistook, and put down in the letter 5th April, 1818; and in the caption of the statement, 5th April, instead of the 25th July, 1818, the correct date of that contract. I have before reported the error, but it may not have been altered in the cases above mentioned, and, if not, it might lead to misunderstanding.

Very truly, dear sir, yours,

P. HAGNER.

Hon. J. W. CAMPBELL, *House of Representatives.*

Deposition of Mr. Baker.

John W. Baker, of Georgetown, on oath, declares that, as near as he can recollect, in the latter part of the year 1817, or first of 1818, he heard that the War Department was about to make a contract for the delivery of stone at the Rip Raps, but never saw any advertisement for proposals. That he has been engaged in getting out stone from the quarries near Georgetown for fifteen years. That he bought the stone in the quarries. That he informed Mr. William O'Neale, who, he understood, talked of making proposals, that he would furnish stone on the deck of his vessels for one dollar per perch. That deponent has never been much employed in freighting stone, but heard that the freight was estimated by some persons at two dollars per perch in 1818. That the deponent, however, believes that a person having suitable vessels, and making it his business, might have freighted stone in 1818 at one dollar and seventy-five cents per perch, delivered at the Rip Raps. That the deponent has been employed by Mr. Mix in getting stone, and putting it on vessels for the Rip Raps, which was of the kind called rough stone. That Mr. Mix freighted the stone in his own vessels in 1818, and gave deponent one dollar per perch for the same in his vessels. That Mr. Mix, in 1819, had stone freighted to the Rip Raps for one dollar and fifty cents per perch; and paid deponent, in the first of 1819, eighty-five cents per perch, and in the latter part seventy-five cents per perch; and, in 1820, sixty-eight cents per perch, for the stone. That Mr. Mix pays now one dollar and twenty-five cents for the freight of stone to the Rip Raps, by the perch.

JOHN W. BAKER.

Sworn and subscribed before me, this 30th April, 1822,

DAN. RAPINE, *Justice of the Peace.*

Deposition of Samuel Cooper.

Samuel Cooper, in the office of the adjutant general, on oath, declares that he has been informed that Mr. James Oakley, of New York, and Samuel Cooper, his father, were sureties for Mr. Mix, in the contract he made with the War Department in 1818, and that he believes Mr. Oakley is esteemed a man of large property; that he, the deponent, is a brother-in-law of Mix, but did not know much about the property of the said Mix, though he thinks he was not considered a man of much property at the time he made the contract. Major Vandeventer, chief clerk in the War Department, married a sister of the deponent, and became acquainted with Mr. Mix in 1815, who, before he took the contract aforesaid, resided in the city of New York, and soon after removed to Georgetown, in the District of Columbia, where he now lives. The deponent does not know whether the said Mix possesses much property, and says that he is not engaged in any occupation, except in carrying on his contract, and some speculation.

SAMUEL COOPER, Jun.

Sworn and subscribed before me, this 30th April, 1822,

DANIEL RAPINE, *Jus. Peace.*

Statement of Messrs. Bassett and New, members of the House, in relation to stone in the vicinity of the Rip Raps.

May 2, 1822.

Being requested by Mr. Butler, the chairman of a committee, to state what I know relative to the quantity of stone to be found on the banks of York river and its branches, I do certify that, at Yorktown, which is about forty miles from the Rip Raps, there is a large body of newly formed limestone, rather soft when first taken from the bed, but hardens on exposure to the air, or in water. This stone shows itself on the bank for two miles and upwards. Its extent into the bank has never been proved. Some stone has been taken from this place to the Rip Raps, as I have been told. Twenty miles higher up the river, there is a bed of stone called, with us, "iron mine stone," a sandstone mixed with iron ore. Of the quantity to be obtained here, I cannot say; though I presume, or believe, it is not very considerable; and that kind of stone, as far as I have observed it, is generally small. I was never at this point. Ten or twelve miles higher up the river, there is more of the same kind of stone, but very inconsiderable in quantity. With these exceptions, there is no stone, that I know of, on the branches of those rivers, below tide water. It is certain I have never seen any granite below tide water, and it is some distance above before you come to any considerable quantity.

BURWELL BASSETT.

From my knowledge of the lower parts of the State of Virginia, I perfectly agree with Colonel Bassett in the foregoing statement.

ANTHONY NEW.

Interrogatories to Colonel Bomford.

Were you acquainted with Frederick Perley in 1817 or 1818; and, if so, did you recommend him to General Swift as a suitable person to contract for the delivery of stone at the Rip Raps or Point Comfort?

At the request of Frederick Perley, I introduced him to General Swift, and recommended him as a suitable person for furnishing stone for the fortifications on the Chesapeake.

G. BOMFORD, *Lieut. Col. on ordnance duty.*

Deposition of Howes Goldsborough.

About the time the fortifications were about to be commenced at Old Point Comfort and the Rip Raps, I accidentally went down the bay with General Swift and some of the corps of engineers, who were about making a survey preparatory to the erection of those forts.

I perfectly well recollect having a conversation with General Swift as to the difficulty of procuring stone from the Chesapeake bay; I advised him to send an officer to Havre de Grace, to view the quarries of stone in that quarter; he said large quantities of stone would be wanted, of a good quality, and that he was desirous of getting it on the cheapest and best possible terms. He did send an officer, who reported favorably of the quarries. In order to test the expense of procuring the stone, I believe he chartered vessels and hired men here, to get out a few cargoes to be delivered at the works, which, I afterwards understood, cost from three to four dollars per perch; at this time the price of freight, labor, &c. was high. I shortly afterwards understood he made a contract with Elijah Mix for one hundred and fifty thousand perches of stone, at three dollars per perch, which I well recollect at *that* time was considered a very bad contract for Mix, and such a one as I *at that time* would not have made, and I think would have been ruinous to the contractor, had not an unprecedented fall in the price of freights, labor, provision, &c. taken place.

When this fall in prices took place (of at least one-half) in freights, labor, provision, &c., and in consequence of a prospect of their falling still lower, I determined, as I lived near the quarries, and owned vessels, to endeavor to pur-

chase a part of this contract, which I effected by a purchase from Samuel Cooper, of the city of New York, of the remaining part of the fourth of said contract, purchased by said Samuel Cooper of Major Vandeventer, and by him bought of Mix some time after the contract was taken by Mix from the Government, as I always understood. I did contract to deliver the stone at Fort Calhoun for two dollars and sixty cents per perch; by this contract, had not freight, &c. fallen to those unprecedented low prices, I must have lost a large sum of money. Since making this purchase of Major Cooper, and having some difficulties with Mix, my purchase has been recognised by the Government, to whom I have given bonds, with security, and am now acting as a contractor with the Government.

HOWES GOLDSBOROUGH.

MARYLAND, *Harford county, ss.*

On this 2d day of May, 1822, personally appeared before the subscriber, a justice of the peace for said county, Howes Goldsborough, and made oath on the Holy Evangelists of Almighty God that the foregoing statement is correct, to the best of his knowledge and belief.

Sworn before BENNETT BARNES.

Statement of Major Vandeventer.

Major Vandeventer states, that he did not, in any way whatever, influence the Engineer Department to give the contract to Mr. Mix; nor has he, directly or indirectly, exercised any control over its execution: that, some time after the formation of the contract, he became interested in it, from permitting said Mix, through motives of friendship, arising from his connexion with him by marriage, to use his name to raise funds to execute his contract; and that his principal inducement to participate in it ultimately, was in order to secure himself against any loss which might result from permission to use his name for the purpose above stated, he being under apprehension at the time that there was well-founded danger of such loss, of averting which there was no other means: that he felt a solicitude that any one connected with him, having any engagement with the public, should faithfully execute it: that, about the time he became interested, he asked the Secretary of War whether it would be improper for him to invest money in the said contract: that the Secretary replied that it would not be illegal, as there was no law to prohibit it; but it might expose him (Major Vandeventer) to improper insinuations, and would, therefore, be injurious: that, on much reflection, after he had become concerned, and believing his participation was not agreeable to the Secretary of War, he decided to divest himself of all interest in the contract, which he accordingly did, in a few months: that at the time Mr. Mix made the contract, he did not know of any charges against his character, which went to implicate his integrity: that he did not know him before 1815, when he became connected by marriage, as, during nearly the whole of the late war, he was confined as a hostage in Canada: that, after he made acquaintance with him, he did not remain in New York more than eighteen months, when he was ordered southward, whence he returned to assume the duties of his present station, in the fall of 1817: that, when he purchased the half of the contract, he became liable, as a consideration to Mr. Mix, for one-half of the debts against the contract, the whole amount of which was estimated at about $18,000: that he afterwards sold to Mr. Mix one-half of his purchase on the same terms, and the remainder of his interest to Mr. Cooper; and that, when the accounts growing out of the subject shall be adjusted, he may eventually realize from three to four thousand dollars.

The above statement was submitted to the committee by Major Vandeventer, and written by him.

JOSIAH BUTLER.

Deposition of Edgar Patterson.

With respect to the contract made by the War Department with Mr. Mix, to furnish stone for the Rip Raps, I know but little, except from hearsay.

I never knew that such a contract was to be given out until after it was made with Mr. Mix. No person ever applied to me to know at what price I would furnish such stone, until about a year after the contract was made with Mr. Mix.

EDGAR PATTERSON.

Interrogatories to Mr. Patterson.

Question. How long have you resided in Georgetown? Was it generally known in this city that General Mason and yourself were the owners of extensive stone quarries?

Answer. I have resided in Georgetown about twenty-two years. I believe it is pretty generally known that General John Mason and myself are the principal quarry owners on the tide water of the Potomac.

Question. What is the lowest price at which you would have been willing to contract for the delivery of stone at the Rip Raps?

Answer. Not being myself engaged in the stone quarrying business at the time the contract was made, I am not able to say what the cost of delivering such stone would have been. I would now be glad to contract to deliver a similar quantity and quality of stone for $100,000 less.

On the 31st April, 1822, before me, appeared Edgar Patterson, and made oath that the statements signed by him are true, and that the answers to the succeeding questions are true, to the best of his belief.

DANL. RAPINE, *Justice of the Peace.*

Mr. Patterson further states, this 2d day of May, 1822, that he has hired stone freighted to Old Point Comfort, in 1820, for $1 12 to $1 37½ per perch, and that they were large building stone; also, that he has been informed that stone has been freighted for Mr. Mix for $1 per perch; and he believes that in 1818 stone might have been freighted to Point Comfort or the Rip Raps for $1 50 per perch.

Mr. Mason to Mr. Butler.

SIR: ANALOSTAN ISLAND, *May* 2, 1822.

The letter you did me the honor to address me on the 30th ultimo came yesterday to hand.

I will readily proceed to answer the inquiries of the committee in which you preside. I have no recollection that I received any information from the Department of War of a contract to be made for the delivery of stone at the Rip Raps in 1818. Early in the month of December of that year, there appeared in the public prints an advertisement, by the commandant of engineers, inviting proposals to be made within some two or three months for a large quantity of building stone, to be delivered at Old Point Comfort, for which I put in proposals. Having, previous to the reception of your letter, received an application from the Engineer Department for information on that subject, I have furnished it with a statement of the transaction, a copy of which it seems to be proper, under the circumstances, that I should transmit to you; and you will accordingly, sir, find it enclosed.

I have the honor to be, sir, your most obedient servant, J. MASON.

Hon. JOSIAH BUTLER, *Chairman of a committee of H. of R.*

In the year 1819, in consequence of an advertisement from the Engineer Department, I made proposals to furnish a very considerable quantity of building stone at Old Point Comfort, on the Chesapeake, of the sort of granite usually found about the falls of our rivers, as will be seen by the letter I addressed to Colonel Armistead, a copy of which follows:

SIR: GEORGETOWN, *February* 27, 1819.

In consequence of your advertisement of the 2d of December last, I beg leave to offer to deliver, at Old Point Comfort, 80,000 perches of building stone, from my quarries in this neighborhood, of such quality as has been heretofore received from them at that place and at Fort Washington, for the public use, at $4 per perch, provided suitable provision is made for receiving the stone, and guarding against the delay of the vessels employed in the transportation of it; and that such advances are made, on satisfactory security, as will enable me to prosecute the business to advantage.

Very respectfully, I have the honor to be, sir, your most obedient servant,

J. MASON.

Colonel WALKER K. ARMISTEAD, *Lieut. Col. Com'dnt Engineers, Washington.*

ANALOSTAN ISLAND, *May* 1, 1822.

Having been in the habit, for more than twenty-five years, of disposing of stone in various ways from extensive quarries owned by me in this neighborhood, and knowing from personal experience all the minutiæ of the business, I thought myself competent to estimate the rates at which this material could be delivered at the place designated; and, founding my calculations on the prices of freight, labor, provisions, and other necessary supplies, prevailing at that time, I well remember that, when I put my name to the proposals, sent in as above shown, it was on a conviction that at a price less than that named by me there would not be left a profit sufficient to indemnify me for the time, labor, and risk of casualties necessarily attendant on an enterprise of that nature, and growing out of the employment of as many agents, and men, and vessels, and the purchase of as large supplies, as would be required by a punctual fulfilment of such a contract. Others, however, it appears, estimated differently; and the contract was given to a bid lower than mine.

J. MASON.

Honorable William H. Crawford to the Hon. Josiah Butler, relative to the transfer of funds from the Gulf of Mexico to Norfolk.

SIR: TREASURY DEPARTMENT, *April* 3, 1822.

In reply to your letter of the 2d instant, received this morning, requesting me to "inform the select committee on Mix's contract whether the contract, as stated in the enclosed, was considered as entered into on the 5th of April, 1818, or so entered of record; also, you will inform the committee who applied to you for your approbation in transferring money in the hands of an agent of the Government for the fortifications in the Gulf to the Chesapeake," I have the honor to state that no contract was enclosed in the said letter; but the Second Comptroller reports that the contract filed in his office is dated the 25th of July, 1818; and the Third Auditor states the same fact, and adds that, if any other date has been given to it in his statements, it is an error.

In reply to the latter part of your letter, I have the honor to state that Major Vandeventer, chief clerk of the War Department, called at this office, and requested that funds, which were in the hands of the agent for fortifications upon the Gulf of Mexico, might be transferred to Norfolk. I informed him that if the agent would deposite at New Orleans, or at the Bank of Tombigbee, any sum which the War Department wished to be transferred to Norfolk, I would have the amount transferred as requested.

The idea of transferring money from one account to another was not understood by me to be involved in the transaction. It was a mere transfer of money from one place to another, and not from one account to another. The funds intended to be transferred had not only been drawn from the Treasury, but had been placed by the Secretary in the hands of the agent for fortifications, and was, in no possible manner, subject to my control. It was, however, still public money, which the Bank of the United States was bound to transfer under the instructions and direction of the Secretary of the Treasury.

I have no recollection that any other person applied to me on this subject, nor do I recollect that any conversation ever occurred between the chief of the corps of engineers and me on this subject. According to my present recollection of the transaction, Major Vandeventer called twice at the Department; the first time when the Secretary was in the city, and the second during his absence; but it is possible that I may be incorrect as to the first.

I remain, with respect, your most obedient servant,

WM. H. CRAWFORD.

Hon. JOSIAH BUTLER, *Chairman of Select Committee.*

Deposition of John Hone.

CITY AND COUNTY OF NEW YORK, *ss:*

John Hone, of the said city and county of New York, merchant, being duly sworn, deposeth and saith, that some time near the close of the year one thousand eight hundred and ten, Samuel Stilwell, then of the city of New York, and now deceased, called at the counting-house of Hones & Town, (to which firm the undersigned belonged,) and expressed a wish to speak alone and in private with this deponent. He then exhibited, while apart with this deponent, a small part of a strip of paper which appeared to be a note or bill, and, showing an endorsement on the back of said paper, asked the deponent if that was the endorsement of any member of the firm, or whether it was the hand-writing of any one of the firm. To this question the deponent answered that it was his hand-writing, and that the name of the firm was genuine. To this remark the said Stilwell replied, "that is enough," "or I am satisfied." This deponent, thinking this kind of conduct very singular, immediately insisted on seeing the paper on which the name of the said firm was so written, and, after some difficulty, obtained a sight of the same, and found that it was a promissory note, drawn by Elijah Mix, in favor of Hones & Town, and apparently endorsed in the hand-writing of the said firm. The exact amount this deponent does not recollect, but thinks it was between $1,500 and $2,500. Immediately on seeing the said note, this deponent discovered that it was a piece of paper, two edges of which were green, and the other two white, and expressed a belief that it had been cut out of a receipt book. This deponent then declared that he had never signed such a note; that the firm of Hones & Town had never endorsed such a note, and that the whole was a forgery, and the whole transaction fraudulent, or to that

effect. This deponent then went to the police office of the city of New York, and informed against the said Elijah Mix, as a man guilty of forgery, and liable to be proceeded against as a criminal. It was a fact generally reported at the time, as this deponent believes, that Mix was guilty of forgery.

JOHN HONE.

Sworn before me, this 2d May, 1822.

W. P. VAN NESS,
Judge of the District Court U. S. for the southern district of New York.

William Van Hook's Deposition.

CITY AND COUNTY OF NEW YORK, *ss:*

William Van Hook, of the city of New York, counsellor-at-law, being duly sworn, doth depose and say, that, during the part of the year 1810 commencing with April, and until after February session, 1811, the Hon. Cadwallader D. Colden, now a member of Congress from this city, was the district attorney of this State for the district in which this city and county were included, and that the deponent, who had been a clerk in his office, was employed by him to conduct the detail of the business of said office of district attorney. That deponent well remembers drawing, in the month of January or February, 1811, an indictment for forgery, under the statute of New York, against Elijah Mix, then lately of said city, merchant, which indictment contained counts for forging, and uttering and publishing as true, *scienter*, a certain promissory note purporting to be drawn by said Elijah Mix, in favor of Messrs. Hones & Town, of the said city, merchants and auctioneers, and to be endorsed by them. And the deponent also thinks and believes it contained counts charging him with feloniously converting a receipt bearing the genuine signature of Hones & Town to the purpose of a promissory note, thereby making them liable therefor. That immediately after the detection of the forgery, and before the indictment was drawn, Mix absconded, and for a long time his residence was unknown. That the said indictment was found by the grand jury at the February court of general sessions of the peace a true bill, and returned by them into court on the 15th of February, 1811. That no proceedings were had in the said case during that court, and previous to the next court [which was held in April] Mr. Colden was removed from office, and the papers of every description appertaining to the office of district attorney, undisposed of, handed to his successor in office, among which papers was the indictment against the said Elijah Mix. That in the spring of 1813, Barent Gardenier, Esq. (formerly a member of Congress, and now deceased,) was appointed district attorney, and in April of that year deponent entered into copartnership with him in professional business, and that among the indictments handed to said Gardenier by *his* predecessor in office was the one against the said Elijah Mix. That the deponent determined that as soon as his residence could be found, if in the United States, he would pursue the necessary steps to bring him to justice, by demanding him as a fugitive from justice, considering him as well deserving exemplary punishment, from the peculiar nature of the offence, the manner it was perpetrated, and the rank he held in society.

That the first intimation the deponent had of his being any where within the United States was from some notice in the newspapers, mentioning him as being then employed in trying to destroy the British ships of war in the Chesapeake. That the deponent considered his being so employed justified him in withholding any proceedings against him at that time. That some time in the fall of that year, or early in the spring of the ensuing year, [1814,] deponent, acting as district attorney, was applied to by the counsel of William Adamson and Samuel Burling, or by themselves, who [one or both of them] had been sued in an action of damages for a large amount, to enter a *nolle prosequi* on said indictment, which application was bottomed on the fact of Mix then being meritoriously employed by the Government in the service of his country, and also on the fact of his being a very material witness for them in the said cause, then about being tried; that without his testimony great injustice would be done to them; and that the ends of justice would be much more subserved by discharging him from prosecution on the indictment, than by getting him on here at a great expense, and trying him; the respectability of the family of his father-in-law, [Major Samuel Cooper,] and the fact of Messrs. Hones & Town not having sustained any injury from the negotiating the forgery, were also urged as motives for entering the *nolle prosequi*. The deponent was also requested to make application to Mr. Chief Justice Kent, now chancellor of this State, and to the honorable De Witt Clinton, and Josiah Ogden Hoffman, the mayor and recorder of the city, for their opinion and advice on the subject, which he accordingly made to them; and on a mature consideration, and deponent believes a consultation among them, he was advised that in their opinion it was a case wherein he might enter a *nolle prosequi*, and that the ends of justice would be much better answered by doing so than by proceeding thereon; and the deponent accordingly determined to enter such *nolle prosequi* at the court then sitting, but which was not done in consequence of the indictment being fraudulently, and under false pretences, taken from the possession of the deponent by a person who subsequently admitted to him that he had destroyed it. For this reason a *nolle prosequi* was not entered, and cannot now be produced. Some time after the war, Mix returned to New York, and commenced business as an auctioneer, and so continued till he became bankrupt; and the files of the court show that he was discharged under an insolvent law of our State, as an insolvent debtor, on the 17th of April, 1817. During the time he conducted the auction establishment, which was called "The Ladies' Auction Room," his character for honesty was generally, so far as the deponent's knowledge and information extended, held to be very bad. And deponent has frequently heard him charged with having practised gross frauds in sales made by him.

WM. VAN HOOK.

Sworn before me, this 2d May, 1822.

W. P. VAN NESS,
Judge of the District Court U. S. for the southern district of New York.

DEAR SIR: MAY 1, 1822.

I have examined the minutes of the court of general sessions of the peace of this city, and find that on the 15th February, 1811, the grand jury presented a bill of indictment against Elijah Mix, for forging an endorsement of a promissory negotiable note, in the name of Hones & Town, and uttering the same, *scienter;* but I do not find the indictment on file, and, of course, cannot give you a copy, as you request.

William Van Hook, Esq., I understand, can give the reason why the indictment is missing from the files.

I am, sir, yours, &c., RICHARD HATFIELD.

CH. G. HAINES, Esq.

Mr. Hatfield is clerk of the court of general sessions.

CH. G. HAINES.

17th Congress.] No. 235. [2d Session.

CONDITION OF THE MILITARY ESTABLISHMENT AND FORTIFICATIONS.

COMMUNICATED TO CONGRESS, BY THE PRESIDENT OF THE UNITED STATES, DECEMBER 3, 1822.

SIR: DEPARTMENT OF WAR, *November* 27, 1822.

In compliance with your directions, I herewith transmit statements from the major general of the army, and the several subordinate branches of this Department, which give in detail the information requested.

In order to render the military organization more complete, the major general, after the late reduction of the army, under the act of 2d March, 1821, was stationed at the seat of Government; thus bringing the military administration of the army, as well as its pecuniary, through the several subordinate branches, under the immediate inspection and control of the Government. There is reason to believe that the arrangement will be highly useful.

The report of the major general, herewith transmitted, (marked A,) exhibits the present organization, strength, and distribution of the army. In the distribution, both in relation to the positions occupied, and the number at each post, regard has been had to the protection of important points and the discipline of the troops. The artillery, with the exception of four companies on the lakes, and one at West Point, has been assigned to the garrisoning of the various fortresses along the line of the seacoast, and the important ordnance depots in the interior; while the infantry, with the exception of a regiment at Pensacola, has been stationed at the important points in the interior, principally on the upper lakes and the western frontier.

No change has been made in the course of the year in the distribution of the troops, with the exception of transferring one company of artillery from Fernandina to Charleston harbor, one battalion of the 2d regiment of infantry from Sackett's Harbor to the Sault of St. Marie, at the outlet of lake Superior, and the whole of the 7th regiment from Fort Scott and bay of St. Louis to the Arkansas and Red rivers, to each of which one battalion has been assigned.

The inspectors general (one of whom has been assigned to the artillery, and the other to the infantry) have, in the performance of their duty, visited all the posts and military depots in the course of the year, with the exception of the posts on the Arkansas and Red rivers, the inspection of which was prevented by the inspector being severely attacked by a fever while on his tour of inspection. In addition to the inspection by the inspectors general, the generals commanding the departments have inspected, or are in the course of inspection, of the whole of their respective commands.

The various articles which constitute the supplies of the army have been during the year regularly issued, and of a good quality.

The report of the chief of the engineers (marked B) exhibits the progress which has been made in the course of the year in the erection of fortifications, also the operation of the board of engineers and the corps of topographical engineers, and the present condition of the Military Academy; by reference to which it will appear that the important duties assigned to that department have been performed in a very satisfactory manner.

The report of the colonel of ordnance (marked C) contains an exhibit of the operations in that branch of service during the last year, comprising the operations at the armories, the ordnance depots, and the measures which have been taken in relation to the lead mines, the superintendence of which has been recently annexed to the Ordnance Department. The report satisfactorily shows that this important department is gradually attaining a state of high perfection. The rigid inspection of the various ordnance depots, which has lately been made the duty of the inspector of artillery, will, it is believed, greatly contribute to improve this important branch of service.

The reports of the quartermaster general, paymaster general, surgeon general, and the commissaries general of provision and of purchases, herewith transmitted, (marked D, E, F, G, and H,) exhibit a very satisfactory view of the condition of their respective departments. On the 4th March, 1817, there remained unsettled on the books of the Second and Third Auditors, of the sums disbursed through this department previous to that date, $45,111,123 01, which on the 30th of September last was reduced to $4,689,292 95. Since the former period there has been disbursed through this department $40,887,772 83, of which on the 30th of September last there remained to be settled $6,290,110 60, the greater part of which consists of accounts in the ordinary and due course of settlement. Of the sums advanced in the year ending the 30th September, 1821, to the officers under the control of this Department, but $30,657 48 remained to be accounted for at the commencement of this quarter.

By reference to the statements in the reports of the subordinate branches of this Department, already referred to, it will appear that there was drawn from the Treasury in the first three quarters of this year, on account of the army, Military Academy, fortifications, and ordnance, $1,930,464 59, and that accounts amounting to $1,737,072 30 have been rendered for settlement, leaving but $193,392 29 to be rendered; all, or nearly all of which, it is believed, will be accounted for before the termination of the quarter; and there is reasonable ground to believe that the disbursements of the year will be made without any loss to the Government. Nearly the whole amount which is outstanding of the disbursements of the first three quarters of the year has been prevented from being accounted for, either by the sickness of the disbursing agents, or the very great distance of the posts at which the disbursements have been made.

Great reductions have been made in the amount of expenditures in every branch of service, as will appear by reference to the reports already referred to, which contain comparative statements of the present and former rates of expenditure.

All which is respectfully submitted:

J. C. CALHOUN.

The PRESIDENT OF THE UNITED STATES.

A.

SIR: HEAD-QUARTERS OF THE ARMY, WASHINGTON, *November* 25, 1822.

In compliance with your instructions of the 6th instant, I have the honor to enclose the returns and statements following, viz:

A. [No. 1.] A statement of the organization of the army, agreeably to the act of Congress of the 2d March, 1821.

B. [No. 1.] A return of the strength of the army, from the last regimental and other returns received at head-quarters.

C. [No. 1.] A statement of the distribution of the troops in the eastern department.

D. [No. 1.] A similar statement of the troops in the western department.

E. [No. 1.] A statement showing the number of men enlisted since the 1st of January last, the amount of moneys advanced since that date for the purposes of recruiting, and the amount to which recruiting accounts have been rendered for settlement.

In connexion with the document last mentioned, I have the honor to state that of $12,256 35 advanced for the recruiting service, the sum of $3,500 was remitted on the 22d of May last to the most remote posts on the lakes, the Upper Mississippi, Missouri, &c., for the re-enlistment of men whose terms of service were expiring, and sufficient time has not yet elapsed for the receipt of accounts of disbursements. The remainder of the advance has been made since the date above mentioned to commanding officers of regiments and to the superintendents of rendezvous; and, from the promptitude with which these officers have rendered their accounts, there is every reason to believe that nearly the whole amount advanced will be accounted for by the 31st of December next.

In reply to that part of your communication directing a report of the inspections which have been made since the 1st of January, I have the honor to state that brevet Major General Scott inspected, in person, in the months of January, February, March, and April, all the posts on the Atlantic frontier south of New York.

Brevet Major General Gaines, during about the same time, inspected the posts of St. Mark's, Pensacola, and Baton Rouge, with those on the Red river and Arkansas, and was at the date of the last advices from him on a tour of inspection embracing the posts on the Missouri and Upper Mississippi.

Colonel Wool commenced a tour of inspection in June last, to embrace the troops and posts upon the northern, western, and southern lines of frontier. After passing from Green bay, on lake Michigan, to the falls of St. Anthony, on the Upper Mississippi, and from thence to Council Bluffs, he descended the Missouri on his way to the Red river, and was left by the last advices convalescent of a dangerous illness, contracted by exposure in his efforts to accomplish the laborious services which had been assigned to him.

Colonel Archer has been engaged since the first of January in an inspection of the posts of Baton Rouge, Pensacola, Mobile, and all the posts within the eastern department garrisoned by the artillery. This inspection has also embraced the ordnance, ordnance stores, &c. at those posts, as well as at the different arsenals.

In this branch of service, so vital to the mechanical discipline and moral efficiency of the army, I owe it, in justice to those concerned in its performance, to say that every possible exertion has been made to accomplish it effectually.

The commanding officers of the regiments of artillery within the eastern department were directed by Major General Scott, in the month of August, to inspect their respective regiments; but no report has yet been received as to the execution of the order.

I have the honor to be, sir, very respectfully, your obedient servant,

JACOB BROWN.

Hon. J. C. CALHOUN, *Secretary of War.*

A. [No. 1.]

Organization of the army of the United States, according to the act of 2d March, 1821.

	Major general.	Brigadier generals.	Adjutant general.	Inspectors general.	Quastermaster general.	Quartermasters.	Commissary general of subsistence.	Paymaster general.	Paymasters.	Commissary general of purchases.	Military storekeepers.	Surgeon general.	Surgeons.	Assistant surgeons.	Topographical engineers and assistants.	Colonels.	Lieutenant colonels.	Majors.	Captains.	First lieutenants.	Second lieutenants.	Sergeant majors.	Quartermaster sergeants.	Sergeants.	Corporals.	Principal musicians.	Musicians.	Enlisted men for ordnance.	Artificers.	Privates.	Total commissioned.	Total non-commissioned officers, musicians, and privates.	Aggregate.
General staff,	1	2	1	2	1	2	1	1	14	1	2	1	8	45																82		82
Engineer Department,															10	1	1	2	6	6	6									32		32
First regiment of artillery,																1	1	1	9	18	18	1	1	36	36		18		27	378	48	497	545
Second regiment of artillery,																1	1	1	9	18	18	1	1	36	36		18		27	378	48	497	545
Third regiment of artillery,																1	1	1	9	18	18	1	1	36	36		18		27	378	48	497	545
Fourth regiment of artillery,																1	1	1	9	18	18	1	1	36	36		18		27	378	48	497	545
Supernumeraries for ordnance,																			4									56			4	56	60
First regiment of infantry,																1	1	1	10	10	10	1	1	30	40	2	20			420	33	514	547
Second regiment of infantry,																1	1	1	10	10	10	1	1	30	40	2	20			420	33	514	547
Third regiment of infantry,																1	1	1	10	10	10	1	1	30	40	2	20			420	33	514	547
Fourth regiment of infantry,																1	1	1	10	10	10	1	1	30	40	2	20			420	33	514	547
Fifth regiment of infantry,																1	1	1	10	10	10	1	1	30	40	2	20			420	33	514	547
Sixth regiment of infantry,																1	1	1	10	10	10	1	1	30	40	2	20			420	33	514	547
Seventh regiment of infantry,																1	1	1	10	10	10	1	1	30	40	2	20			420	33	514	547
	1	2	1	2	1	2	1	1	14	1	2	1	8	45	10	12	12	13	116	148	148	11	11	354	424	14	212	56	108	4,452	541	5,642	6,183

ADJUTANT GENERAL'S OFFICE, WASHINGTON, *November* 9, 1822.

CHARLES J. NOURSE, *Acting Adjutant General.*

HEAD-QUARTERS, WASHINGTON, *November* 9, 1822.

JACOB BROWN.

B. [No. 1.]

General return of the Army of the United States, taken from the latest returns on file in the Adjutant General's office.

REGIMENTS AND CORPS.	Major general.	Brigadier generals.	Quartermaster general.	Adjutant general.	Inspectors general.	Commissary general of subsistence.	Quartermasters.	Topographical engineers.	Assistant topographical engineers.	Commissary general of purchases.	Surgeon general.	Paymaster general.	Paymasters.	Surgeons.	Assistant surgeons.	Military storekeepers.	PRESENT. FOR DUTY. Colonels.	Lieutenant colonels.	Majors.	Adjutants.	Quartermaster.	Paymaster.	Surgeons.	Assistant surgeons.	Captains.	First lieutenants.	Second lieutenants.	Sergeant majors.	Quartermaster sergeants.	Paymaster sergeant.	Chief musicians.	Armorer.	Sergeants.	Corporals.	Musicians.	Artificers.	Privates or matrosses.
General staff, -	1	2	1	-	2	1	2	6	3	1	1	1	14	7	44	2																				
Corps of engineers, -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	2	-	-	-	-	-	6	6	6									
First regiment artillery,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	4	6	7	1	-	-	-	-	27	26	15	17	242
Second regiment artillery,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	-	-	-	-	4	8	11	1	1	-	-	-	28	26	14	13	246
Third regiment artillery,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	1	-	-	-	-	5	5	10	1	-	-	-	-	19	17	14	16	171
Fourth regiment artillery,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	5	4	3	-	1	-	-	-	18	20	13	12	186
First regiment infantry,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	1	1	-	-	-	-	4	2	5	1	1	-	2	-	17	20	12	-	107
Second regiment infantry,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	1	1	-	-	-	-	7	4	7	1	1	-	-	-	20	25	12	-	216
Third regiment infantry,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	1	1	-	-	-	-	8	6	5	1	1	-	1	-	21	29	11	-	237
Fourth regiment infantry,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	1	-	-	-	-	-	7	4	5	1	1	-	-	-	20	23	11	-	218
Fifth regiment infantry,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	1	-	3	2	7	1	1	-	2	-	19	21	16	-	259
Sixth regiment infantry,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	6	3	5	1	1	-	2	-	19	20	11	-	242
Seventh regiment infantry	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	1	-	-	1	3	2	2	2	-	1	-	2	-	8	13	9	-	91
Ordnance men, -																																				
Recruits at rendezvous, and on their way to regiments, -																																				
	1	2	1	-	2	1	2	6	3	1	1	1	14	7	44	2	8	4	6	7	-	-	2	3	61	52	73	9	9	-	9	-	216	240	138	58	2215

B [No. 1.]—Continued.

REGIMENTS AND CORPS.	PRESENT.																				ABSENT.									PRESENT AND ABSENT.	
	SICK.							ON EXTRA OR DAILY DUTY.							IN ARREST OR CONFINEMENT.																
	Captain.	Subalterns.	Sergeants.	Corporals.	Musicians.	Artificers.	Privates or matrosses.	Subalterns.	Pay sergeant.	Sergeants.	Corporals.	Musicians.	Artificers.	Privates or matrosses.	Captain.	Subalterns.	Sergeants.	Corporals.	Musicians.	Privates or matrosses.	Total.	Aggregate.	Colonels.	Lieutenant colonels.	Majors.	Captains.	Subalterns.	Sergeants.	Corporals.	Artificers and musicians.	Privates or matrosses.	Total.	Aggregate.
General staff, -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	88
Corps of engineers, -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	22
First regiment artillery, -	-	-	-	2	-	2	21	2	-	2	2	-	-	23	1	-	2	-	-	20	402	422	1	1	1	5	19	3	1	1	25	432	479
Second regiment artillery,	-	1	1	3	1	2	32	-	1	1	-	-	-	12	-	1	2	1	-	15	400	427	-	1	-	4	13	2	-	-	8	410	455
Third regiment artillery,	-	-	4	3	1	2	29	3	-	2	1	-	-	4	-	-	1	1	-	28	315	338	1	1	1	4	16	4	2	4	40	365	411
Fourth regiment artillery,	-	2	2	4	2	3	53	1	-	5	2	-	3	29	-	-	-	-	-	10	363	379	-	1	1	4	18	-	-	-	8	371	411
First regiment infantry,	1	1	4	8	2	-	60	-	-	1	-	-	-	1	-	2	-	-	-	21	257	275	-	1	-	3	9	3	1	-	23	284	315
Second regiment infantry,	-	-	1	1	2	-	21	3	-	3	7	-	-	59	-	-	1	-	-	12	374	396	-	1	1	3	4	4	3	-	40	421	453
Third regiment infantry,	-	-	1	-	4	-	18	-	-	1	1	-	-	9	-	1	-	-	2	23	360	384	-	-	-	2	7	5	3	1	24	393	426
Fourth regiment infantry,	-	1	3	5	2	-	56	-	-	1	1	-	-	1	-	-	-	-	-	34	377	397	-	-	-	3	11	1	-	4	14	396	430
Fifth regiment infantry,	-	2	-	2	3	-	41	1	-	4	10	-	-	74	-	-	2	2	-	16	473	490	-	1	1	6	6	2	1	1	21	498	529
Sixth regiment infantry,	-	1	8	12	6	-	116	-	-	-	-	-	-	-	-	1	-	-	-	8	446	463	1	-	1	4	6	2	1	-	12	461	490
Seventh regiment infantry,	-	1	4	1	1	-	59	-	-	1	-	-	-	21	-	-	-	-	-	3	214	225	-	1	1	8	11	13	14	9	137	387	421
Ordnance men, -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	56	56
Recruits at rendezvous, and on their way to regiments, -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	225	225
	1	9	28	41	24	9	506	10	1	21	24	-	3	233	1	5	8	4	2	190	3,981	4,196	3	8	7	46	120	39	26	20	352	4,699	5,211

NOTE.—The recruiting service commenced at the rendezvous at New York, Philadelphia, and Baltimore, in the month of July; since which 331 men have been enlisted at those places. An additional rendezvous has been ordered at Boston, and the service is now progressing with great success.

ADJUTANT GENERAL'S OFFICE, WASHINGTON, *November* 12, 1822.

CH. J. NOURSE, *Acting Adjutant General.*

HEAD-QUARTERS, WASHINGTON, *November* 12, 1822.

JACOB BROWN.

C. [No. 1.]

Distribution of the troops in the eastern department, under the command of Brevet Major General Winfield Scott, showing their strength by posts and garrisons; taken from the last returns on file in this office.

Posts.	Situation.	Commandants.	Troops.	Commissioned officers and staff.	Non-com. officers, musicians, and privates.	Aggregate.
Fort Sullivan,	Eastport, Maine,	Captain Mason,	One company 1st regiment artillery,	5	45	50
Fort Preble,	Portland, Maine,	Brevet Major Brooks,	One company 1st regiment artillery,	4	50	54
Fort Constitution,	Portsmouth, New Hampshire,	Captain F. Whiting,	One company 1st regiment artillery,	5	39	44
Fort Independence,	Boston, Massachusetts,	Captains Eastman and H. Whiting,	Two companies 1st regiment artillery,	10	102	112
Fort Wolcott,	Newport, Rhode Island,	Brevet Major Crane,	One company 1st regiment artillery,	4	47	51
Fort Trumbull,	New London, Connecticut,	Late Captain McDowell,	One company 1st regiment artillery,	5	51	56
New York harbor,	New York,	Brevet Major Worth and Captain Churchill,	Two companies 1st regiment artillery, and staff,	14	98	112
West Point,	New York,	Brevet Major Fanning,	One company 2d regiment artillery,	5	45	50
Watervliet arsenal,	New York,	Captain Zantzinger,	One company 2d regiment artillery,	5	32	37
Plattsburg,	New York,	Captain Gates,	One company 2d regiment artillery,	5	64	69
Niagara,	New York,	Captain Heileman,	One company 2d regiment artillery,	4	38	42
Fort Mifflin,	Pennsylvania,	Captain Roach,	One company 2d regiment artillery,	5	46	51
Pittsburg arsenal,	Pennsylvania,	Captain Nourse,	One company 2d regiment artillery,	4	40	44
Fort McHenry,	Baltimore, Maryland,	Captain Belton,	One company 2d regiment artillery,	4	49	53
Fort Shelby,	Detroit, Michigan Territory,	Captain Mountfort,	One company 2d regiment artillery,	5	43	48
Mackinac,	Michigan Territory,	Captain Legate,	One company 2d regiment artillery,	5	51	56
Frankford,	Pennsylvania,	-	Field and staff, 2d regiment artillery,	3	2	5
Fort Severn,	Annapolis, Maryland,	Brevet Lieutenant Colonel Jones,	One company 3d regiment artillery,	4	43	47
Fort Washington,	Maryland,	Captain Ansart,	One company 3d regiment artillery, and staff,	8	56	64
Richmond arsenal,	Virginia,	Captain Baker,	One company 3d regiment artillery,	5	34	39
Norfolk harbor,	Norfolk, Virginia,	Brevet Major Stockton and Captain Lomax,	Two companies 3d regiment artillery,	10	98	108
Fort Johnson,	Smithville, North Carolina,	Captain Spotts,	One company 3d regiment artillery,	4	39	43
Charleston harbor,	Charleston, South Carolina,	Brevet Majors Burd and Laval,	Two companies 3d regiment artillery,	10	65	75
Augusta arsenal,	Georgia,	Captain Craig,	One company 3d regiment artillery,	5	30	35
Fort Jackson,	Savannah, Georgia,	Captain Erving,	One company 4th regiment artillery,	5	41	46
St. Augustine,	East Florida,	Captains Payne, Bell, and Hobart,	Three companies 4th regiment artillery, and staff,	9	112	121
Sackett's Harbor,	New York,	Lieutenant Colonel Lawrence,	Five companies 2d regiment infantry,	13	166	179
Sault St. Marie,	-	Colonel Brady,	Five companies 2d regiment infantry, and staff,	19	255	274
Saganac,	-	Major Baker,	Two companies 3d regiment infantry,	6	87	93
Green Bay,	-	Colonel Pinkney,	Six companies 3d regiment infantry, and staff,	21	222	243
Chicago,	-	Brevet Colonel McNeal,	Two companies 3d regiment infantry,	6	84	90
				216	2,174	2,391

ADJUTANT GENERAL'S OFFICE, WASHINGTON, *November* 9, 1822.

CH. J. NOURSE, *Acting Adjutant General.*

HEAD-QUARTERS, WASHINGTON, *November* 9, 1822.

JACOB BROWN.

D. [No. 1.]

Distribution of the troops in the western department, under the command of Brevet Major General E. P. Gaines, showing their strength by posts and garrisons; taken from the last returns on file in this office.

Posts.	Situation.	Commandants.	Troops.	Commissioned officers and staff.	Non-commissioned officers, mus'ns & pri's.	Aggregate.
St. Mark's,	East Florida,	Captains Morris and Sands,	Two companies 4th regiment artillery,	9	80	89
Pensacola,	West Florida,	Captains Pierce and Whiting,	Two companies 4th regiment artillery, and staff,	12	92	104
Petit Coquille,	Louisiana,	Captain Humphreys,	One company 4th regiment artillery,	5	46	51
Baton Rouge,	Louisiana,	Colonel Chambers,	First regiment of infantry, and staff,	31	284	315
Pensacola,	West Florida,	Colonel Clinch,	Nine companies 4th regiment infantry, and staff,	31	356	387
Mobile,	Alabama,	Captain McIntosh,	One company 4th regiment of infantry,	3	40	43
Falls of St. Anthony,	Upper Mississippi,	Colonel Snelling,	Six companies 5th regiment infantry, and staff,	21	294	315
Fort Crawford,	- - -	Lieutenant Colonel Morgan,	Two companies 5th regiment infantry,	5	100	105
Fort Edwards,	- - -	Brevet Major Marston,	One company 5th regiment infantry,	2	52	54
Fort Armstrong,	- - -	Brevet Major Burbank,	One company 5th regiment of infantry,	3	52	55
Council Bluffs,	- - -	Brevet Brigadier General Atkinson,	Sixth regiment infantry, and staff,	29	461	490
Fort Smith,	Arkansas,	Colonel Arbuckle,	Five companies 7th regiment infantry, and staff,	21	218	239
Cantonment Jesup,	Louisiana,	Lieutenant Colonel Taylor,	Four companies 7th regiment infantry,	10	131	141
Sulphur Fork,	- - -	Brevet Major Bradford,	One company 7th regiment infantry,	3	38	41
				185	2,244	2,429

ADJUTANT GENERAL'S OFFICE, WASHINGTON, *November* 9, 1822.
CH. J. NOURSE, *Acting Adjutant General.*

HEAD-QUARTERS, WASHINGTON, *November* 9, 1822.
JACOB BROWN.

E. [No. 1.]

A statement showing the whole number of recruits enlisted in the army since the 1st of January, 1822.

1st regiment of artillery	134
2d regiment of artillery	78
3d regiment of artillery	24
4th regiment of artillery	3
1st regiment of infantry	35
2d regiment of infantry	26
3d regiment of infantry	0
4th regiment of infantry	0
5th regiment of infantry	0
6th regiment of infantry	10
7th regiment of infantry	0
	310

Enlistments made at the principal rendezvous, commencing in June, 1822.

New York	155
Philadelphia	75
Baltimore	101
	641

Amount of moneys advanced since the 1st of January, 1822, to officers, on account of the recruiting service, $12,256 35

Amount of recruiting accounts which have been rendered for settlement since the 1st of January, 1822, 5,782 96

HEAD-QUARTERS, WASHINGTON, *November* 12, 1822.

JACOB BROWN.

ADJUTANT GENERAL'S OFFICE, WASHINGTON, *November* 12, 1822.

CH. J. NOURSE, *Acting Adjutant General.*

SIR: WAR DEPARTMENT, PENSION OFFICE, *November* 8, 1822.

In conformity with your order of yesterday, I have the honor of informing you that the following sums have been transmitted to the agents for paying United States' pensioners during the present year:

Revolutionary pensioners	$1,353,308 58
Invalid pensioners	303,094 24
Half-pay, or commutation	12,689 30

I have the honor to be, very respectfully, your obedient servant,

J. L. EDWARDS.

Hon. J. C. CALHOUN, *Secretary of War.*

B.

SIR: ENGINEER DEPARTMENT, *November* 14, 1822.

I have the honor to submit the following report, in compliance with your order of the 6th instant, viz: "You will report, as early as practicable, the application of the appropriation of last session for fortifications to the several works, and the expenditure necessary for their completion; the works remaining to be commenced, according to the plans of the board of engineers; the estimate of the board for those works; the progress of the board of engineers in its labors, comprehending the operations of the topographical engineers, from the commencement of this year; the condition of the Military Academy, including its present number, and the number which graduated last year; the amount drawn for the first three quarters of this year, under the several heads of appropriation; and the amount of accounts rendered and settled in the same period."

So much of the information above required as can be exhibited in tables will be found in those accompanying, (marked Aa, Bb, and Cc;) and the residue, relating to the board of engineers, the topographical engineers, and the Military Academy, is stated herewith.

Table Aa exhibits the sums appropriated at the last session, and their application to the several fortifications, and also those necessary for their completion. Of those appropriated, amounting to $350,000, the proportion applied in the first three quarters of the year is shown to have been $221,154 33, and that applicable to the fourth quarter to be $128,845 67. These amounts indicate that the appropriations have been in a regular course of application.

Table Bb exhibits the works remaining to be commenced, according to the plans of the board of engineers, and the estimates of the board for them, arranged into three classes, in the order of their efficiency to meet the earliest probable emergency.

Table Cc exhibits $274,665 43 as the aggregate of amounts drawn for the first three quarters of this year, under the several heads of appropriation; deducting from which $62,484 84, the amount unexpended in the hands of agents, at the expiration of the third quarter, there will remain to be accounted for $212,180 59. The accounts rendered for settlement, as shown in the table, amount to $190,477 54, which being deducted from the last stated sum, will reduce the amount to be accounted for to $21,703 05; and this sum, with the exception of a trivial amount for contingent disbursements, not yet completed, will be covered by the accounts of Captain De Russy for disbursements at Mobile Point, the rendition of which has been delayed in consequence of the sickness of Captain De Russy.

The labors of the board of engineers commenced this year on the Gulf of Mexico, where, at the close of last year, they had arrived, on the completion of an examination of the Ohio and Mississippi rivers, with a view to the improvement of their navigation from the falls of Ohio to the Balize. Having inspected and reported upon the condition of the Rigolets, re-examined the localities of Mobile bay, and reported the result, (which confirmed and strengthened their previous reports on the propriety of fortifying the east end of Dauphin Island,) and reconnoitred Pensacola and its vicinity, they returned to New York, and shortly after repaired to this place. On their return to New York, they commenced immediately their report on the improvement of the navigation of the Ohio and Mississippi rivers, and, at the same time, resumed the prosecution of their projects for the defence of Narraganset and Boston bays. In June, besides the foregoing, they inspected and reported on the condition of Fort Diamond, and attended the examination at the Military Academy. In July, they commenced the projects for the defence of Salem and Marblehead; in August, completed those for Narraganset Roads; and in September, completed their report, &c. respecting the Ohio and Mississippi rivers; the projects for Boston, Salem, and Marblehead, being still under prosecution at the close of the month.

The operations of the topographical engineers embraced surveys at Mobile and Pensacola bays, and the contiguous coast; at Savannah river, and at the coast adjoining; at Fort Royal and St. Helena Sounds, Charleston, Georgetown, and their vicinities, in South Carolina; at Ocracock inlet, harbor, and bar, in North Carolina; at Marblehead and Salem, in Massachusetts; at Kennebeck and Sheepscut rivers, and Mount Desart bay and island, in Maine; also, roads in Michigan, and the lead mines on the Upper Mississippi; besides plattings and drawings relating to the surveys just mentioned, and others previously made, and the preparation for publication of an account of an expedition on the western waters.

The number of cadets belonging to the Military Academy amounted on the 31st ultimo to two hundred and forty-eight, and the number which graduated last year to forty. The condition of that institution is now, in every respect, more flourishing than it has been at any period heretofore. This is manifest equally in the extent and value of attainment, as in subordination and cheerful observance of police regulations; and may be attributed, in a great measure, to the operation of the excellent rules and regulations adopted last year, and now in force, together with the zeal and ability with which the duties of the superintendent and other officers of the academy have been performed. The additional studies in the higher branches of mathematics and philosophy, although not long since introduced, have now become familiar, and are prosecuted with zeal worthy of their importance.

Respectfully submitted.

ALEX. MACOMB, *Maj. Gen. Brv't, Chief Engineer.*

Hon. J. C. CALHOUN, *Secretary of War.*

Aa,

Exhibiting "the application of the appropriation of the last session for fortifications to the several works, and the expenditures necessary for their completion."

Designation of the several works.	Application of the appropriation of last session.			Expenditures necessary for their completion.
	Amount appropriated.	Am't applied to 1st three quart's.	Am't applicable to 4th quarter.	
Fort Delaware,	$20,000	$13,400 00	$6,609 00	$57,899 80
Fort Washington,	25,000	18,818 86	6,181 14	46,077 98
Fort Monroe,	75,000	60,178 63	14,821 37	175,560 86
Fort Calhoun,	50,000	37,400 00	12,600 00	530,554 32
Fort at Mobile Point, (collecting materials,)	50,000	20,000 00	30,000 00	547,065 94
Fort at Rigolets and Chef Menteur,	100,000	70,556 84	29,443 16	362,189 53
Fort on the right bank of the Mississippi, opposite Fort St. Philip, (collecting materials,)	30,000	800 00	29,200 00	392,127 40
	$350,000	$221,154 33	$128,845 67	

Remarks.—The sums stated for "expenditures necessary for their completion" are constituted of the differences between the estimated entire cost and the amount advanced for expenditures up to September 30, 1822.

It will be perceived that the appropriations are in a regular course of application, with the exception of those for Mobile Point and the fort on the Mississippi opposite Fort St. Philip. The reason of their not having been so at them is, that they were not available until the summer commenced, at which season at those places it is usual to diminish, and sometimes to suspend operations. The working season being now arrived, their application is, no doubt, in active progress.

Bb,

Exhibiting "the works remaining to be commenced, according to the plans of the Board of Engineers, and the estimates of the board for those works."

FIRST CLASS, TO BE COMMENCED AS SOON AS POSSIBLE

Designation of the works.	Estimate of the Board.
Fort St. Philip, Louisiana,	$77,810 79
Battery at bayou Bienvenue,	94,582 30
Fort at Soller's Point flats, Patapsco river,	673,205 44
Fort at New Utrecht Point, Narrows, New York harbor,	371,970 60
Redoubt in advance of New Utrecht Point, New York harbor,	53,024 72
Fort Tompkins, New York,	420,826 14
Redoubt in advance of Fort Tompkins, New York,	65,162 44
Fort at Wilkin's Point, New York,	456,845 51
Fort at Throg's Point, New York,	471,181 53
Fort at Brenton's Point, Rhode Island,	575,514 10
Redoubt in advance of Brenton's Point, Rhode Island,	154,652 42
Fort at Dumpling's Point, Rhode Island,	579,946 57
Fort at Rose island, Rhode Island,	82,411 74
Dike across west passage Narraganset Roads,	205,000 00
	$4,282,134 30

SECOND CLASS, TO BE COMMENCED AT A LATER PERIOD.

Designation of the works.	Estimate of the Board.
Fort at Grande Terre, Louisiana,	$264,517 52
Tower at Passe au Heron, Mobile bay,	16,677 41
Tower at bayou Dupré,	16,677 41
Fort at Hawkins Point, Patapsco river,	244,337 14
Fort at St. Mary's, Potomac river,	205,602 33
Fort opposite Pea Patch, Delaware river,	347,257 71
Fort at Middle Ground, outer harbor, New York,	1,681,411 66
Fort at East Bank, New York,	1,681,411 66
Fort Hale, Connecticut,	31,815 83
Fort Wooster, Connecticut,	27,793 34
Fort Trumbull, Connecticut,	77,445 21
Fort Griswold, Connecticut,	132,230 41
	$4,727,177 63

THIRD CLASS, TO BE COMMENCED AT A REMOTE PERIOD.

Designation of the works.	Estimate of the Board.
The rafts to obstruct the channel between Forts Monroe and Calhoun,	$240,568 00
Fort on Craney Island flats,	258,465 00
Fort on Newport News,	244,337 14
Fort on Naseway shoal,	673,205 44
	$1,416,575 58

RECAPITULATION.

First class, fourteen works,	4,282,134 30
Second class, twelve works,	4,727,177 63
Third class, four works,	1,416,575 58
	$10,425,887 51

Remarks.—The classification in this table, distinguishing three periods, exhibits the works enumerated in the order of their efficiency to meet the earliest probable emergency.

Cc,

Exhibiting "the amounts drawn for the first three quarters of this year, under the several heads of appropriation, and the amount of accounts rendered and settled during the same period."

Designation of appropriations.	Amounts drawn in the first three quarters of this year.	Amount of accounts rendered for settlement in the same period.
Fort Delaware,	$20,900 00	$19,369 33
Fort Washington,	18,821 08	20,206 51
Fort Monroe,	60,178 63	55,965 27
Fort Calhoun,	37,400 00	46,350 68
Fort at Mobile Point, for 1821,	11,993 16	
Fort at Mobile Point, for 1822, (collecting materials,)	20,000 00	
Fort at Rigolets and Chef Menteur,	80,400 00	30,851 11
Fort on the right bank of the Mississippi, opposite Fort St. Philip, (for collecting materials,)	800 00	
Fortifications, (old account,)	3,591 59	
Repairs and contingencies,	13,614 57	12,214 47
The Military Academy,	6,882 00	5,520 17
The survey of the Ohio and Mississippi, from Louisville to the Balize,	84 40	
	274,665 43	190,477 54

Remarks.—All the accounts for disbursements during the first three quarters have been rendered, except a trivial amount for contingencies, and those of Captain De Russy, which will embrace the first two quarters of those at the Rigolets, and the third quarter at Mobile Point; there having been, at the latter, no disbursements during the first two quarters. The cause of delay in the rendition of Captain De Russy's accounts is, that he was unable to attend to any business on account of sickness, with which he was afflicted shortly after he received the funds applicable to the disbursements in question, and from which he had not entirely recovered at the date of his last report, of the 1st October.

ALEXANDER MACOMB, *Maj. Gen. Brevt., Chief Engineer.*

C

SIR: ORDNANCE DEPARTMENT, *November* 12, 1822.

In obedience to your directions of the 6th instant, to report to you "what measures have been taken in regard to the lead mines of the United States; the number of applicants for leases thereof; what number of leases have been granted; the prospect of utility to the Government; and what measures are, in my opinion, necessary to render the mines productive;" I beg leave respectfully to report as follows:

That, subsequently to the measures which had been taken, as detailed in the report I had the honor to make to you on the 3d of May last, notice was issued from this department, agreeably to your orders, inviting applications for leases of the lead mines, and published in all of the western States and the Territory of Arkansas, and in the public papers of this city, stating the terms upon which such leases could be obtained, and the mode of procedure in effecting the same; and to the applicants who offered, in consequence thereof, every further information has occasionally been rendered that the cases required.

That, in order to expedite the business of surveying the mine-lands, and as economically as possible, an officer of the topographical engineers, and another of the Ordnance Department, were, in the month of July last, directed to proceed to the Northwest or Michigan Territory, with instructions to lay off the lands reserved by the United States, in the treaty with the united tribes of Ottawas, Chippewas, and Pattawatamie Indians, in 1816: so that the whole of the richest mine-lands might be divided into half-sections of three hundred and twenty acres each, to supply the applicants, and to furnish them with plats of survey of those which they should select, and, as far as practicable, in the order in which such applications were made.

Greater delay has arisen, from unavoidable causes, in making those surveys, than was anticipated by this department; renewed efforts, however, are making for completing them, which it is expected will ere long be effected.

In consequence, however, of the numerous applicants for leases in the part of country mentioned, and the measures they had taken in anticipation, it has been concluded to direct that, where they shall have proceeded to locate and work the mines, it shall be endeavored to bring them within the surveys to be made by the officers of Government, and within the leases to be granted, provided a true account shall be rendered of the proceeds of the mines, and the rent duly paid from the commencement of the working thereof.

The number of applicants, up to the present time, amounts to upwards of eighty, mostly from the State of Missouri; and, with very few exceptions, for the mine-lands in the Northwest or Michigan Territory.

No leases have as yet been issued, for the reasons already stated.

With regard to the prospect of utility to Government from leasing the mine-lands, I have to observe that from a report of the officer of ordnance, on his return from his first service in the Territory just mentioned, there is every reason to conclude that immense quantities of lead ore may be produced therefrom; and, consequently, that, by proper management, very considerable revenue may be derived from the mines already discovered. From the mines of Missouri very great expectations of similar products may reasonably be formed, and of which some account was given in my report of the 30th of March last.

From the considerable length of time in which the mine-lands had been unattended to, it has become impossible to speak with more precision; but, as already observed, sufficient is known to warrant every exertion to bring forth their resources.

With reference to the further measures which may be necessary to render the mines productive, I would beg leave to suggest the expediency of recommending to Congress the passage of a law providing for the appointment of agents for the principal mining districts of Missouri and Michigan, who should be empowered to superintend the management of the mines; to receive and account for all rents, and pay the same into the Treasury; to see that

no mines were wrought without authority; to prevent the waste and destruction of wood; to keep an office of record of all leases and surveys; and keep the Government informed, periodically, of the quantity of lead made at the different mines, of their state generally, and improvements thereat, and also of new discoveries of lead and other minerals.

Provision, also, to be made by law for suitable compensation to the agents so employed; they giving bonds of surety for the faithful performance of their duties.

An appropriation is also required for defraying the expenses of surveys in the Northwest or Michigan Territory already undertaken, and for other contingent expenses already incurred, or which may accrue in organizing the mining concerns to the best advantage: for which the sum of two thousand dollars will probably be sufficient. In the event of such legislative measures being recommended, I would beg leave to state that the draught of a bill has been prepared in this department, embracing the objects stated herein.

It may be proper to add, that it is in contemplation of this department to apply for the transfer of a certain number of the cadets, who may graduate at the Military Academy, in order to their being employed as topographical surveyors in the mining districts, with the additional view of securing to them the acquisition of a geological and mineral knowledge of those sections of country, and the prosecution of new discoveries; objects which cannot fail of being successfully attained, if they shall be placed under the direction of an agent duly qualified to inform and direct their minds towards those desirable accomplishments: a measure which it is conceived may prove highly useful to Government, and unite in it, also, a more economical or less expensive means of procuring the services required.

Very respectfully, your obedient servant,

GEO. BOMFORD, *Lieut. Col. on ordnance duty.*

Hon. J. C. CALHOUN, *Department of War.*

SIR: ORDNANCE DEPARTMENT, WASHINGTON, *November* 15, 1822.

In compliance with your instructions of the 6th instant, I have the honor to communicate, herewith, statements numbered 1, 2, and 3, which contain the information required.

No. 1 shows the aggregate of muskets manufactured, and work done at the armories and ordnance depots, from the 1st January to the 30th September, 1822. This tabular form, recently adopted, will serve in future to exhibit, at one view, a full statement of the operations of the department.

No. 2 exhibits a statement of the funds remitted, and the accounts rendered, during the same period. By this statement it appears that the remittances amount to - - - - $311,347 15

And that the accounts rendered amount to - - - - 297,852 16

Balance remaining in the hands of disbursing officers, - - - - $13,494 99

As no remittances have been made during the present quarter, the above balance has been greatly reduced, by payments made during the first month of this quarter. The principal one, that at Harper's Ferry, has doubtless been all expended in such payments. It is estimated that the total amount of balances now remaining in the hands of the disbursing officers of this department does not exceed $2,000, the whole of which will, no doubt, be accounted for in the accounts of the present quarter.

No. 3 shows the comparative cost of muskets now, and in 1817.

Average cost of muskets in 1817, - - - - - $13 90½

Average cost of muskets in 1821, - - - - - 12 51½

Difference, - - - - - $1 39

It is estimated that the cost of muskets this year will be about two dollars per stand less than in 1817. The quality of the arms now manufactured is greatly superior to those made in 1817. The introduction of labor-saving machinery has effected not only a reduction of expense, but more perfect workmanship, and a more exact system of uniformity. The arms now made are considered to be worth at least 20 per cent. more than those made in 1817.

Very respectfully, I am, your most obedient servant,

GEO. BOMFORD, *Lieut. Col. on ordnance duty.*

Hon. J. C. CALHOUN, *Secretary of War.*

No. 1.

Work done at the Armories and Ordnance Depots, from the 1st of January to the 30th of September, 1822.

	Muskets manufactured.	Ball screws manufactured.	Screw drivers manufactured.	Spring vices manufactured.	Arm chests manufactured.	Muskets cleaned and repaired.	Rifles cleaned and repaired.	Pistols cleaned and repaired.	Swords cleaned and repaired.	Bayonets cleaned and repaired.	Gun locks cleaned and repaired.	Musket barrels proved.	Rifle barrels proved.	Cannon scraped, oiled, &c.	Gun carriages painted and repaired.	Cartouch boxes cleaned.	Sets artillery harness cleaned.	Sword scabbards cleaned.	Breastplates cleaned.	Powder barrels repaired.	Rammers and sponges made.	Rammers and sponges repaired.	Ladles and worms repaired.	Ladles repaired.	Stands grape shot made.	Sets of guns' instruments made.	Port-fire stocks made.	Gin blocks made.	Prolongs made.	Mortar beds made.	Cannon cartridges made.	Packing boxes made.	Packing boxes repaired.	Rockets made.	Tubes cast.
Armory at Springfield,	9,200	920	9,200	920	484	220																												
Harper's Ferry,	7,600	830	8,300	830	415																													
Arsenal at Watertown,	–	–	–	–	–	290	2	–	–	–	–																							
Watervliet,	–	–	–	–	–	12,076	1,220	–	–	315	50					8,971					41	136	20	7	50						4	23		
New York,	–	–	–	–	–	–	–	–	–	–	–					–					–	–	–	–	–						6	–		
Rome,	–	–	–	–	–	568	–	–	12	–	–			28		–			470	250	–	–	–	–	–						8	–	59	
Frankford,	–	–	–	–	–	–	–	–	690	–	–	4,210	668			–					–	–	–	–	–						363	69		
Pittsburg,	–	–	–	–	–	8,004	634	–	285	570	–			–		–				–	–	–	–	–	–				200	15	1	–	1,200
Baltimore,	–	–	–	–	–	1,354	–	–	148	113	–			88		–				246	–	–	–	–	–				2	–	–	86	
Greenleaf's Point,	–	–	–	–	–	1,230	1	22	443	–	–			–	44	–	15	375	860	–	23	–	–	–	–	18	40	2	19	15	125	2			
Augusta,	–	–	–	–	–	2,050	–	20	300																									
Aggregate,	16,800	1,750	17,500	1,750	899	25,792	1,857	42	1,878	998	50	4,210	668	116	44	8,971	15	375	1,330	496	64	136	20	7	50	18	40	2	19	15	327	398	93	145	1,200

In addition to what is stated above, much labor has been performed at each of the arsenals, in removing and arranging cannon, arms, and other stores, and in examining and piling heavy gun carriage timber; also, in repairs to the public buildings, wharves, fences, &c. The stores in depot have been generally examined, cleaned, repacked, and properly arranged.

ORDNANCE DEPARTMENT, *November* 14, 1822.

GEORGE BOMFORD, *Lieut. Colonel on ordnance duty.*

No. 2.

Statement of funds remitted to the several armories and arsenals of the United States, from 1st January to the 30th September, 1822; and the amount of accounts rendered from each during the same period.

	Amount in officers' hands, 1st January, 1822.	Remitted in the first three quarters of 1822.	Total amount.	Am't of accounts rendered in the 1st, 2d, and 3d quarters, 1822.	Balances remaining in officers' hands, 1st October, 1822.
Capt. D. T. Welch, Watertown, Mass. -	$163 75	$2,250 00	$2,413 75	$2,185 41	$228 34
Maj. J. Dalliba, Watervliet, N. Y., -	326 32	4,560 00	4,886 32	4,475 67	410 65
Lieut. A. Mackay, N. Y., - -	10 05	1,710 00	1,720 05	1,446 24	273 81
Lieut. M. Thomas, Frankford, Pa., -	229 18	2,060 00	2,289 18	1,896 38	392 80
Lieut. N. Baden, Baltimore, Md., -	1,021 47	1,660 00	2,681 47	2,077 15	604 32
Captain G. Talcott, Pittsburg, Pa., -	1,078 79	5,500 00	6,578 79	6,016 28	562 51
Lieut. J. Simonson, Greenleaf's Point, -	227 81	4,178 60	4,406 41	3,909 14	497 27
Captain R. L. Baker, Richmond, Va., -	241 77	900 00	1,141 77	614 79	526 98
Captain H. K. Craig, Augusta, Geo., -	775 52	3,147 92	3,923 44	3,231 35	692 09
Lieut. J. Symington, Baton Rouge, -	2,922 03	6,400 00	9,322 03	7,508 60	1,813 43
J. Whistler, Belle Fontaine, - -	-	100 00	100 00	19 12	80 88
S. Perkins, Detroit, - - -	-	770 00	770 00	569 63	200 37
John Chaffee, Springfield, Mass., -	2,645 43	135,522 57	138,168 00	137,639 21	528 79
J. P. McGuire, Harper's Ferry, Va., -	20,945 94	112,000 00	132,945 94	126,263 19	6,682 75
	30,588 06	280,759 09	311,347 15	297,852 16	13,494 99

NOTE.—The accounts of all the disbursing officers of this department have been received for the first three quarters of the present year, except those of Harper's Ferry armory. The money remitted to that place, it is presumed, has been applied to the regular monthly payments of the workmen, but the illness of the paymaster has occasioned a delay in transmitting his accounts for the third quarter.

ORDNANCE DEPARTMENT, *November* 13, 1822.

GEO. BOMFORD, *Lieut. Col. on ordnance duty.*

No. 3.

Comparative expense of manufacturing a musket now, and in 1817.

The muskets manufactured at the national armories in 1817 were then estimated to have cost—

At Springfield armory, - - - - - - -	$13 56
At Harper's Ferry, - - - - - - -	14 25
	27 81
Average, - - - - - -	$13 90½

The contract price at that period was $14.

In 1821, the arms made at Springfield are estimated at - - - - -	$12 06
In 1821, the arms made at Harper's Ferry, - - - - - -	12 97
	25 03
Average, - - - - - -	$12 51½
Difference between the average of 1817 and 1821, - -	1 39

The average cost of the arms made this year, it is believed, will not exceed $12.
The present contract price is $12.

ORDNANCE DEPARTMENT, *November* 13, 1822.

GEO. BOMFORD, *Lieut. Col. on ordnance duty.*

D.

SIR: QUARTERMASTER GENERAL'S OFFICE, *November* 16, 1822.

In compliance with your instructions, I have the honor herewith to submit a statement (No. 1) exhibiting the amount of money remitted to the officers of the Quartermaster's Department from the commencement of the present year to the termination of the third quarter, and the amount of disbursements within the same time, so far as the accounts have been rendered for settlement; also, a comparative view (No. 2) of the expenditures of the department in the years 1817 and 1822.

The explanatory note annexed to statement No. 1, will, it is hoped, sufficiently account for the apparent excess of advances, within the period referred to, beyond the amount for which accounts have been rendered. The most of it will be accounted for in Captain Hunt's returns for the third quarter, which, in consequence of the remoteness of his station, and the laborious nature of his duties for the past season, have not yet been received, but are expected daily.

On the subject of accountability generally, I take this occasion to remark, that, from the caution with which advances are made on monthly detailed estimates to all adjacent posts, and on quarterly estimates to those more remote, together with the promptness manifested on the part of the several officers in rendering their accounts, it is believed there will not, at the end of the year, be a single instance of delinquency.

In reference to statement No. 2, you are aware of the difficulty of exhibiting, with absolute accuracy, a comparative view of the expenditures of a department, subject, as this is, to be influenced by many contingent considerations.

I feel a strong conviction, however, that the statement submitted approximates as near to the truth as the nature of the case admits of, and that it is substantially correct in the result, if not strictly so in all its details.

The current appropriations for the respective years, taking them as equal only to the calls of those years, were considered the proper sums to be compared, making the necessary allowance in the one case for excess of force, and in the other for the items of expenditure chargeable in 1817 to different heads of appropriation. The deductions, in the latter case, are taken, for the first three quarters of the year, from our analysis of the actual expenditures; for the fourth quarter a corresponding amount has been assumed.

In attempting a comparative exhibit of this kind, a sameness of circumstances for the periods taken seems to be implied. Such, however, is not the case in reference to 1817 and 1822, and I will endeavor to show briefly in what they differed.

For the difference of force in favor of 1817, an allowance of one-third has been made on the face of the statement: this is the proportion which the aggregate numbers bear to each other, without reference to grades. An allowance in favor of 1822 might fairly be claimed, for the excess of commissioned officers in that year, beyond those of 1817, relatively to the rank and file of the respective years; but the difficulty of fixing upon a proper allowance prevented it being introduced into the statement, though it is obviously deserving of some consideration. But it is from the difference in the *disposition* of the troops that we have a right to claim a *heavy* allowance in favor of 1822. The extension of our military frontier several thousand miles necessarily carries with it an increased expense, and especially so in the Quartermaster's Department. No specific allowance, however, has been made for this consideration on the statement, because, from the nature of the case, the amount must have been, in a great measure, conjectural; but a brief enumeration of the difference of circumstances in that respect will show that it should not be estimated lightly.

In 1817, our highest post on the Red river was at Natchitoches, which was garrisoned by three companies: in 1822, a cantonment has been established twenty miles in advance of that post, in the direction of the Sabine, garrisoned by five companies.

In 1817, we had no military post at all on the Arkansas: in 1822, we support a post situated six hundred miles up that river, garrisoned also by five companies.

In 1817, our remotest post on the Missouri was at Fort Osage, garrisoned by a single company: in 1822, we maintain a position at Council Bluffs, four hundred and fifty miles in advance of the former, garrisoned by an entire regiment.

In 1817, our highest post on the Mississippi was at Prairie du Chien, garrisoned by three companies: in 1822, we maintain a post at St. Peter's, two hundred miles in advance of the former, garrisoned by seven companies.

In the direction of the northwest, our remotest post in 1817 was at Mackinac, garrisoned by two companies: in 1822, we have established and maintained a post at the falls of St. Mary, one hundred and twenty miles in advance, garrisoned by five companies, which have been transported one thousand miles. A new post has also been established on the Saguina bay, garrisoned by two companies.

The statement submitted shows a difference equal to twenty-four per cent. in favor of 1822, without taking into view the important considerations noted above; and were it practicable to form an accurate estimate of the increased expense in 1822, occasioned by this manifest, and, in a general point of view, this highly advantageous change of circumstances, the result, already so favorable, would be much improved.

I have the honor to be, &c.,

T. CROSS, *Assistant Quartermaster*,
In charge of the Quartermaster's Department, in the absence of the Quartermaster General.

Hon. J. C. CALHOUN, *Secretary of War*.

No. 1.

Statement showing the amount of moneys drawn and remitted to the disbursing officers of the Quartermaster's Department, within the first three quarters of the year 1822, *and the amount disbursed by them during the same period, so far as the accounts and returns have been received.*

Amount drawn and remitted in the 1st quarter, - - - - - -		$56,655 91
Amount drawn and remitted in the 2d quarter, - - - - - -		148,418 47
Amount drawn and remitted in the 3d quarter, - - - - - -		81,333 09
		$286,407 47
Amount disbursed in the 1st quarter, - - - - -	$59,629 87	
Amount disbursed in the 2d quarter, - - - - -	117,197 13	
Amount disbursed, as far as the accounts have been received, in the 3d quarter,	50,463 21	
	227,290 21	
Excess of remittances,		$59,117 26

NOTE.—The accounts of Captain Thomas F. Hunt, the assistant quartermaster at New Orleans, for the third quarter of the year, and those of a few other officers at distant posts, have not been received. They are daily expected, however, and will, it is believed, nearly cover the apparent excess of remittances. Those of Captain Hunt for the third quarter, including la arge item for arrearages, will equal $30,000. The residue of the excess is made up of small accounts of other officers not rendered for the third quarter, and of about $12,000 remitted towards the close of that quarter for future service at remote points.

QUARTERMASTER GENERAL'S OFFICE, *November* 16, 1822.

T. CROSS, *Assistant Quartermaster*,
In charge of the Quartermaster's Department, in the absence of the Quartermaster General.

No. 2.

Comparative view of the expenditures of the Quartermaster's Department in the years 1817 *and* 1822.

Amount appropriated for current service in the year 1817, - -	-	-	$460,000 00
Amount appropriated for current service in the year 1822, - -	-	$313,217 00	
From which deduct the following items of expenditure in 1822, included in the estimate and appropriation for the department for that year; which, in 1817, were charged to the appropriation for army contingencies, &c., viz:			
1st. Transportation of officers' baggage, - - - - -	$27,887 92		
2d. Expenses of courts-martial, - - - - -	3,286 02		
3d. Postage on public letters, - - - - -	4,555 00		
4th. Forage in kind for officers' horses, not issued as such in 1817, but drawn through the Pay Department, - - - -	9,525 00		
5th. Transportation of provisions, which, in 1817, was done by the contractors, who, by their contracts, were bound to make deliveries, on reasonable notice, at any point within their districts, free of expense to the public, - - - - - - - -	4,469 00		
		49,722 94	
Amount remaining of the appropriation of 1822, applicable to the same objects charged to that of 1817, - - - - -	-	263,494 06	
The strength of the army in 1817 was 8221; and in 1822 it is 6183; the difference is equal to one-third more in the former than in the latter year; for which add - - - - - - - -	-	87,831 35	
			351,325 41
Difference in favor of 1822, resulting from administration on those items only which are common to both years, - - - - -	-	-	108,674 59

QUARTERMASTER GENERAL'S OFFICE, *November* 16, 1822.

T. CROSS, *Assistant Quartermaster*,
In charge of the Quartermaster's Department, in the absence of General Jesup.

E.

SIR: PAYMASTER GENERAL'S OFFICE, WAR DEPARTMENT, *November* 29, 1822.

In obedience to your order, I have the honor herewith to submit "a report of the amount of money drawn from the appropriation for the Pay Department, and remitted to the disbursing officers, on account of the payments of the first three quarters of the present year; the periods to which accounts have been rendered; the amount remaining to be accounted for, and the periods to which the troops have been paid."

From this report, it will be seen that the remittances amount to $693,925 47. The accounts rendered amount to $611,851 85, leaving a balance of $82,073 62 to be accounted for. From the reports of paymasters recently received, I am warranted in stating that, *by this time*, the balance has been applied to the purposes for which it was intended, and that the whole will be fully accounted for before the end of the fourth quarter; also, that the troops are paid up to the 31st August, with the exception of the companies in the district paid by Major Massias, who was authorized to postpone the company payments, in consequence of the recommendation of the commanding officers, and the opinion of the surgeons, that it would be injurious to the health of the men to receive pay in the sickly season. The officers in his district have been paid to the last of August.

Company payments for the last month of the third quarter (September) do not become due until after the October muster, and cannot, therefore, be made before November.

In justice to those paymasters who have the largest balances to account for, it may be proper to state the causes that have occasioned delay in rendering their accounts.

Captain Larned has been employed in paying Randall's district in the absence of that paymaster, which he has completed to the 31st August; but it has delayed the payment of his own.

Paymaster Phillips received funds in July, and has made partial payment to the last of August. He was prevented visiting the remote posts in his district by a severe attack of the fever prevailing at Louisville, Kentucky. He reports that he left Louisville to pay the troops on the Arkansas river on the 5th of October, and that he expects to return by the 18th November, when his payments will be completed to the last of August, and his accounts rendered.

Major Gwynne has also been delayed in making his payments by sickness. He reports, however, his district paid to the last of August, with the exception of two companies; that he has made arrangements to have them paid; and that his accounts will be rendered as soon as he is sufficiently recovered to attend to business.

Paymaster Tallmadge was not furnished with funds for his present district until the month of August, as the troops he is to pay did not reach their stations on the lakes till late in the season.

Respectfully, your obedient servant,

N. TOWSON, *Paymaster General.*

Hon. J. C. CALHOUN, *Secretary of War.*

Report of the amount of money drawn from the appropriation for the Pay Department, and remitted to the disbursing officers, on account of the payments for the first three quarters of the year 1822; *the periods to which accounts have been rendered; the amount remaining to be accounted for; and the periods to which the troops have been paid.*

Names and stations of Paymasters.	Posts composing pay districts.	Am't of funds remitted each in 1st three quarters of year.	Periods to which accounts are rendered.	Balances to be accounted for.	Periods to which the troops are paid.	Remarks.
D. S. Townsend, Boston, -	Forts Sullivan and Preble, in Maine; Fort Independence and the arsenal, in Massachusetts; Fort Constitution, in New Hampshire; and Fort Wolcott, in Rhode Island, - - - -	$57,500 00	1822. August 31,	$2,015 27	August 31, - -	Balance carried to debit of 4th quarter.
S. Clark, Utica, New York, -	Sackett's Harbor, Fort Niagara, Plattsburg, arsenals at Rome and Watervliet, New York, - -	65,360 00	August 31,	3,099 12	August 31, - -	Balance carried to debit of 4th quarter.
T. J. Leslie, West Point, -	West Point, Fort Columbus, arsenal near New York; and Fort Trumbull, in Connecticut, - -	95,100 00	August 31,	5,098 96	August 31, - -	Balance carried to debit of 4th quarter.
C. H. Smith, Norfolk, -	Forts Norfolk and Nelson, arsenal near Richmond, Va.; and Fort Johnson, in North Carolina, -	22,500 00	August 31,	4,919 12	August 31, - -	Balance carried to debit of 4th quarter.
T. Wright, Pensacola, -	Pensacola and St. Mark's, - - -	61,000 00	August 31,	5,445 28	August 31, - -	Balance carried to debit of 4th quarter.
T. Biddle, St. Louis, -	Forts St. Anthony, Armstrong, Edwards, and Crawford, Belle Fontaine, and St. Louis, - -	35,000 00	August 31,	None, -	August 31, - -	A balance of $1,916 80 stated to be due him.
D. Randall, Baton Rouge, -	Baton Rouge, New Orleans, and Fort St. Philip, -	16,000 00	April 30,	None, -	June 30 and August 31, by Paymaster Larned.	
B. F. Larned, Baton Rouge, -	Baton Rouge, New Orleans, Fort St. Philip, and Red river, - - - -	46,900 00	August 31,	19,720 90	June 30 and August 31.	
J. W. Albright, Philadelphia,	Fort Mifflin, arsenals at Frankford and Pittsburg, in Pennsylvania; Fort McHenry, Fort Severn, and arsenal near Baltimore, Maryland, - -	13,500 00	August 31.	None, -	Aug. 31, by Paymaster Andrews.	
A. Phillips, Louisville, Ky., -	Louisville, Kentucky; and Arkansas river, -	24,697 00	August 31,	17,254 42	April 30 and August 31.	
T. P. Andrews, Washington City,	District of Columbia and Fort Washington, -	35,000 00	August 31,	None, -	August 31.	
D. Gwynne, Detroit, -	Detroit, Chicago, and Sagana, - -	55,000 00	June 30,	15,727 95	August 31, excepting two companies at Chicago, by his report.	
A. A. Massias, Charleston, S. C.	Charleston, South Carolina; Savannah and Augusta, Georgia; Fernandina and St. Augustine, East Florida,	26,500 00	June 30,	3,504 11	June 30.	
A. Wetmore, Franklin, Mo. -	Council Bluffs, - - - -	46,368 47	August 31,	2,866 24	June 30 and August 31.	
C. B. Tallmadge, Detroit, -	Michilimackinac, Green Bay, and Falls of St. Mary,	93,500 00	June 30,	23,000 00	June 30, in his former district.	
		$693,925 47		102,651 37		
	Amount of balances carried to debit of fourth quarter,	-	-	20,577 75		
				$82,073 62	Balance of remittances to be hereafter accounted for.	

PAYMASTER GENERAL'S OFFICE, *November* 29, 1822.

F.

SIR: SURGEON GENERAL'S OFFICE, *November* 28, 1822.

In compliance with your order of the 6th instant, I have the honor to report, that during the present year no money has been advanced on account of the Medical Department, and of course no accounts have been, or remain to be, rendered; as all bills are first examined, and the sums found due transmitted by the Treasurer of the United States directly to the claimants.

The enclosed table will give a comparative view of the expenditure of the department at several periods, viz: during the last two years of the establishment of 1802; the last two of that of 1808; the three previous, and the two subsequent to the present organization of the medical staff under the establishment of 1815; and during the present year under that of 1821. The data are taken from the appropriation laws and the Auditors' books; and in estimating the difference between the three years before and the two years after the organization of the medical staff in 1818, all other circumstances were equal, the army being the same, and an allowance being made for reduction in prices, &c. In explanation of this great difference of expense, it may be proper to add, that a perfect system of responsibility for all public property, from the period of its purchase to that of its expenditure, has been established in this office; that the returns of the surgeons, of every article, are regularly rendered and examined, and full receipts required in every case of transfer before their accounts are settled. This, with the plan of purchasing adopted, and of paying all bills without advancing money, absolutely precludes the possibility of fraud, extravagance, or undue expenditure. It may also be remarked, that, during the last four years, our military hospitals have been regularly and abundantly furnished with every article of furniture, medicines, stores, &c. necessary for the comfort, convenience, and recovery of the sick; to which, as well as to the skill and attention of the surgeons, the quarterly reports bear ample testimony; for, with the exception of two posts, at which there was unusual sickness from accidental causes, the whole number of deaths in the army for two quarters was but thirty-one, thirteen of which were from casualties, consumption, and sudden hæmorrhage; leaving but eighteen from all other diseases in six months: a proportion vastly less than occurs among the same class of men in civil life in any part of the country.

Very respectfully, your obedient servant,

JOS. LOVELL, *Surgeon General.*

Hon. J. C. CALHOUN, *Secretary of War.*

A comparative table of the expenses of the Medical Department, under its different organizations, from 1806 *to* 1822.

The average appropriation for the Medical Department for 1806 and 1807 was $13,500 per ann., or $4 per man.
The average appropriation for the Medical Department for 1810 and 1811 was $50,000 per ann., or $5 per man.
The average expenses of 1816, 1817, and 1818, by the Auditors' books and appropriation laws, were $95,382 per ann., or $7 per man.
The average expenses of 1819 and 1820, after the present organization, were $39,104 per ann., or $3 per man.
The average expenses of 1822, will be about $2 50 per man.

From 1815 to 1821 the aggregate of the army was the same; the number of men during 1819 and 1820 was greater than during the two preceding years; and yet, under the present organization, the expenses of the two latter years is four dollars per man, or $56,278 per annum, less than during the three previous years, due allowance being made for reduction of prices, &c. From this table, it will also be seen that, since the present organization, the expenses are one-fourth less than in 1810 and 1811, the last two years of the establishment of 1808, and two-fifths less than in 1806 and 1807, the last two years of the establishment of 1802. The appropriation required for 1823 is but $3,000 more than that for 1807, though the army is twice as large, and the posts nearly double in number. The total extra expense of the present organization, including the pay of the surgeon general, clerk hire, and contingencies of the office, is about $4,450 per annum.

JOSEPH LOVELL, *Surgeon General.*

G.

SIR: OFFICE OF COM. GEN. OF SUBSISTENCE, WASHINGTON, *November* 14, 1822.

In compliance with your orders, I have the honor to lay before you a statement (No. 1) of the expenditures on account of army subsistence for the first three quarters of the present year. Two hundred and seventeen thousand and seventy dollars and thirty-nine cents have been advanced and paid to contractors and assistant commissaries. The disbursements made and accounted for amount to two hundred and six thousand three hundred and forty dollars and forty-one cents, leaving a balance unaccounted for of ten thousand seven hundred and twenty-nine dollars and ninety-eight cents; the major part of which is in the hands of assistant commissaries, and has accrued, in a great measure, from the sales of damaged provisions, sales of provisions to officers at frontier posts, and sales of empty casks. There remain eight accounts due from the southern and western frontier for the third quarter, which will, when received, greatly reduce the above balance. It is confidently believed that not a cent will be lost to Government, by defalcation of agents of this department, for the present year.

I have also the honor to lay before you a statement (marked No. 2) of the expense of subsisting the army, from the commencement of the new system, on the 1st of June, 1819, to the 31st of May, 1822, a period of three years. The statements of the expense of subsisting the army for three years, commencing the 1st of June, 1816, to the 31st of May, 1819, have been furnished by the Second and Third Auditors. These statements may be varied hereafter, by the settlement of accounts.

The cost of subsisting the army for three years, under the old system, amounted to $2,361,453 97; that for three years by a commissariat, amounts to $1,575,933 18; making a difference of $785,520 79 in favor of the commissariat.

In making a comparative view, it became necessary, in the first two years, to deduct 1,241 men, or 905,930 rations, at 14½ cents per ration, that being the average cost of the ration for those two years. For the year commencing the 1st of June, 1821, and ending the 31st of May, 1822, it was necessary to add the cost of subsisting 4,119 men, there being that number less in service than in the preceding year.

Your attention is respectfully requested to the subject of the commutation of the hospital ration. The ration of each man in hospital is commuted at 15 cents; (for twelve months the commutation was 20 cents.) The fund accruing from this commutation is expended by the assistant commissaries of subsistence, on the requisition of the surgeon, in such articles as are required for the sick: thus, an ample supply of fowls, vegetables, eggs, butter, and

other necessaries, is furnished to the sick, at the cost of the subsistence appropriation. Formerly, those supplies were furnished from a separate appropriation, and not included in the cost of subsisting the army.

The greatest expense, however, has accrued from the improvement in the quality of the ration now furnished to the army; and I respectfully refer you to the reports of the inspectors of the army, on this subject, on file in the War Department.

I have the honor to be, &c.,

GEORGE GIBSON, *Commissary General of Subsistence.*

The Hon. J. C. CALHOUN, *Secretary of War.*

No. 1.

Statement of moneys remitted to contractors, assistant and acting assistant commissaries of subsistence, from the 1st of January to the 30th September, 1822, together with the amount charged to contractors, on account of failures, and the amount charged to the assistant and acting assistant commissaries of subsistence, on account of sales of damaged provisions, sales to officers at the frontier posts, sales of empty boxes, casks, &c., for the same period; and also the amount of supplies furnished by contractors, and the amount expended by the assistant and acting assistant commissaries of subsistence.

DR.		
Amount remitted to contractors from 1st January to 30th September, 1822, -	$138,639 13	
Charged to contractors on account of failures, - - - - -	4,261 82	
Total amount charged to contractors, - - - - -	-	142,900 95
Amount remitted the assistant and acting assistant commissaries, - - -	61,566 66	
Charged to assistant and acting assistant commissaries, on account of sales of damaged provisions, sales to officers on the frontier posts, and sales of empty casks, boxes, &c., - - - - - - - - - -	12,602 78	
Total amount charged to assistant commissaries, - - - -	-	74,169 44
		$217,070 39
CR.		
Amount of supplies furnished by the contractors, - - - -	$142,611 33	
Expenditures by the assistant commissaries, - - - - -	63,729 08	
Total amount accounted for, for the period embraced, - - - -	-	206,340 41
Balance in the hands of contractors, to be accounted for in their December deliveries,	289 62	
Balance in the hands of assistant commissaries, to be accounted for partly in third quarter of the year, and the residue in the fourth quarter, - - -	10,440 36	
Total balance in the hands of contractors and assistant commissaries, - -	-	10,729 98
		$217,070 39

OFFICE OF THE COMMISSARY GENERAL OF SUBSISTENCE,
WASHINGTON, *November* 14, 1822.

G. GIBSON, *Commissary General of Subsistence.*

No. 2.

Comparative statement of the cost of subsisting the troops of the United States, from the 1st of June, 1816, to the 31st of May, 1819, the three years antecedent to the establishment of the commissariat system; and from the 1st of June, 1819, to the 31st of May, 1822, the three years actual administration of said system.

Amount of subsistence stores deposited by former contractors on the 1st of June, 1816, as per statement of the Second Auditor of the Treasury, - -		$97,922 86	
Amount due by contractors under their former contracts, - - -		29,309 72	
Amount charged to contractors by warrant during the year, - - -		717,424 01	
Amount charged to contractors on account of failure, - - -		11,069 73	
		855,726 32	
From which deduct:			
Amount of provisions deposited on the 1st of June, 1817, to be disposed of by succeeding contractors, and with which they are charged,	$35,881 73		
Amount of issues to Indians, - - - - - -	19,466 87		
		55,348 60	
Total amount expended from 1st of June, 1816, to 31st of May, 1817, -			$800,377 72
Amount of provisions issued to the troops from 1st of June, 1817, to 31st of May, 1819, at the contract prices, as per statement of the Third Auditor of the Treasury, - - - - - - - - - -		1,187,462 90	
Amount of storage and transportation of the supplies, - - -		3,249 00	
Amount of balances unaccounted for by contractors, - - -		370,364 35	
Total amount expended from 1st of June, 1817, to 31st of May, 1819, -			1,561,076 25
Total amount expended the three years antecedent to the commissariat system, - - -			2,361,453 97

STATEMENT No. 2—Continued.

Amount of subsistence stores in the hands of contractors, under the old system of subsisting the army, and by them deposited with the assistant commissaries of subsistence in 1819, and calculated at the prices of the contracts made by the commissary general for that year,		$91,451 97	
Amount of deliveries made by contractors, under the new system, for the two years commencing 1st of June, 1819, and ending 31st of May, 1821,		704,914 60	
Amount of full and complete rations, supplied by special contractors at the different rendezvous,		24,859 76	
Amount of purchases made by the assistant commissaries on account of failure of contractors, also of fresh beef, hospital stores, weights and measures, not included in the contracts,		450,151 17	
Amount of transportation, as per statement of the quartermaster general,		85,197 98	
Amount of pay of the commissary general, his assistants, acting assistants, military storekeepers, officers, and others detailed for duty in the commissariat,		41,628 90	
Amount of salaries of two clerks, in the office at Washington, at $2,150 per ann.		4,300 00	
Amount of contingent expenses of the office,		1,223 51	
Amount of balance in the hands of contractors $47,123 04, and of assistant commissaries of subsistence $2,205 46, unaccounted for,		49,328 50	
		1,453,056 39	
From which deduct:			
Amount of provisions on hand May 31, 1821, at the several posts,	$117,535 67		
Amount of sales of damaged provisions, of sales to officers on the frontier posts, sales of empty boxes, barrels, &c., issues to Indians at the frontier posts, to laborers on fortifications, to men on board the revenue cutter at Mackinac, and of oxen turned over to the quartermaster's department,	81,561 16		
Amount of issues to the Spanish troops, upon taking possession of the Floridas,	2,064 61		
Amount of beans, which article has been added to the ration under the new system,	36,215 56		
Amount of forfeiture on failures, recovered from contractors,	1,177 29		
Amount of subsisting the average number of men more during these two years than those subsisted the two preceding years, per report of the adjutant general, making a difference of 905,930 rations, at 14½ cents per ration,	131,359 85		
		369,914 14	
Total amount expended from 1st of June, 1819, to 31st of May, 1821,		1,083,142 25	
Amount of subsistence stores on hand 31st of May, 1821, as per above statement,	117,535 67		
Amount paid to general contractors, for the period embraced,	143,377 12		
Amount paid to special contractors for complete rations at the several rendezvous, and amount advanced to the assistant and acting assistant commissaries of subsistence, for the purchase of fresh beef, hospital stores, weights, measures, extra duty men, and other contingencies, not included in the contracts,	115,421 55		
Amount of transportation, as per statement of the quartermaster general,	21,668 76		
Amount of pay of the commissary general, his assistant and acting assistant commissaries, officers, and others detailed for duty in the commissariat,	12,122 45		
Amount of salaries of two clerks, in the office at Washington,	2,150 00		
Amount of contingent expenses of the office,	615 50		
Amount of balance in the hands of assistant commissaries, unaccounted for in the year,	1,129 91		
Amount of subsisting 4,119 men less this year than the year preceding, say 1,503,435 rations, at 12 cents per ration,	180,412 20		
	$594,433 16		
From which deduct:			
Amount of subsistence stores on hand 31st May, 1822, at the several posts,	$52,322 66		
Amount of issues to Indians, to laborers on fortifications, sales of damaged provisions, sales to officers, sales of empty barrels, boxes, &c., recoveries on account of failures, and of oxen turned over to the quartermaster's department,	42,117 57		
Amount of beans, which article has been added to the ration under the commissariat system,	7,202 00		
	$101,642 23		
Total amount expended from June 1, 1821, to May 31, 1822,		492,790 93	
Total amount expended during the three years of the commissariat system,			1,575,933 18
Total amount in the difference of expenditures,			$785,520 79

OFFICE OF THE COMMISSARY GENERAL OF SUBSISTENCE,
WASHINGTON, *November* 14, 1822.

GEO. GIBSON, *Commissary General of Subsistence.*

H.

SIR: COMMISSARY GENERAL'S OFFICE, PHILADELPHIA, *November* 14, 1822.

All the statements required by your letter of the 6th instant have been prepared, and I have now the honor of enclosing them to you, viz:

No. 1. Statement of moneys drawn from the appropriation for clothing, (1822,) up to the 12th November, 1822.

No. 2. Statement of moneys received and disbursed during the first three quarters of 1822.

Nos. 3 and 4. Summary statement for the month of October, and part of November, and estimate of moneys required to 31st December, 1822, say $20,008 54, for which sum you will please to cause a warrant to issue in my favor, as usual.

No. 5. Comparative statement, showing the cost of clothing, &c. during the years 1817, and 1822 and 1823; and in addition,

No. 6. A statement of the cost of clothing for the army during the year 1823.

With great respect, I am, sir, your most obedient servant,

CALLENDER IRVINE, *Commissary General of Purchases.*

Hon. J. C. CALHOUN, *Secretary of War.*

No. 1.

Statement of moneys drawn from the appropriation for clothing, (1822,) *up to the present period.*

Sums received during the first three quarters of the year 1822, viz:		
1822.		
Feb. 11, Received Treasurer's draft for	$24,700	
April 1, Received Treasurer's draft for	9,700	
" 18, Received Treasurer's draft for	18,100	
May 16, Received Treasurer's draft for	19,500	
June 19, Received Treasurer's draft for	20,200	
July 22, Received Treasurer's draft for	14,480	
Sept. 23, Received Treasurer's draft for	14,000	
Total received up to 30th September, 1822,	-	$120,680
To the above may be added:		
1822.—Oct. 15, Received Treasurer's draft for	$17,500	
And the amount *required* to pay for goods to be delivered under existing contracts, to settle bills on file, &c. &c.	20,000	
		37,500
		$158,180

COMMISSARY GENERAL'S OFFICE, PHILADELPHIA, *November* 12, 1822.

CALLENDER IRVINE, *Comm'y. Gen. of Purchases.*

Hon. J. C. CALHOUN, *Secretary of War.*

No. 2.

Estimate of moneys received and disbursed by Callender Irvine, Commissary General, during the first three quarters of the year 1822, *on account of the Purchasing Department.*

To amount of warrants issued by the Secretary of the Treasury in favor of Callender Irvine, commissary general, to the 30th September, 1822, as per statement No. 1,		$120,680 00
By amount of purchases during the 1st quarter of 1822, passed to the credit of C. Irvine, commissary general, by William Lee, Second Auditor Treasury Department,	$27,387 68	
By amount of purchases during the 2d quarter of 1822,	60,577 91	
By amount of my accounts for the 3d quarter of 1822, now before the Second Auditor for settlement,	34,041 77	
		$122,007 36

COMMISSARY GENERAL'S OFFICE, PHILADELPHIA, *November* 12, 1822.

CALLENDER IRVINE, *Commissary General of Purchases.*

Hon. J. C. CALHOUN, *Secretary of War.*

No. 3.

The United States in account current with Callender Irvine, Commissary General of Purchases, from the 1st *October*, 1822, *to the* 12th *November following.*

1822.	Dr.		1822.	Cr.	
Nov. 12,	To amount of purchases from the 1st October to the 12th November, 1822,	$10,484 93	Oct. 1.	By balance per account rendered,	$4,476 39
	Amount of advances, do.	1,000 00	" 16	Treasurer's draft for	17,500 00
	Balance due the United States,	10,491 46			
		$21,976 39			$21,976 39

I certify that the above is a true account of all moneys in my hands, from the 1st October to the 12th November, 1822, and that the disbursements have been faithfully made. The balance due the United States is deposited in the United States Bank at Philadelphia.

COMMISSARY GENERAL'S OFFICE, PHILADELPHIA, *November* 12, 1822.

CALLENDER IRVINE, *Commissary General of Purchases.*

Hon. J. C. CALHOUN, *Secretary of War.*

No. 4.

Estimate.

To pay for materials for clothing deliverable under existing contracts, bootees, &c. &c., and for making up clothing, and for all other goods that may be required to be purchased, to the end of the year 1822,	$30,500 00
Deduct cash on hand this date,	10,491 46
Required to complete for 1822,	$20,008 54

COMMISSARY GENERAL'S OFFICE, PHILADELPHIA, *November* 12, 1822.

CALLENDER IRVINE, *Commissary General of Purchases.*

Hon. J. C. CALHOUN, *Secretary of War.*

No. 5.

Comparative statement, showing the cost of clothing, &c. for the army of the United States, during the years 1817, 1822, *and* 1823.

ARTICLES.	Price in 1817.	Price in 1822.	REMARKS.
Forage cap,	-	$ 40	Not allowed in 1817.
Leather cap,	$1 95	1 50	
Oilcloth cover for cap,	-	45	Not allowed in 1817.
Pompon,	20	20	
Band and tassel,	7	12	Cotton in 1817. Worsted in 1823.
Cockade and eagle,	8½	6¼	
Cap plate for artillery and infantry,	20	8	
Cap scales for artillery and infantry, sets,	-	60	Not allowed in 1817.
Worsted wings, per pair,	60	55½	
Grey woollen overalls for sergeants,	2 76	2 27	For both sergeants and privates.
Grey woollen overalls for privates,	2 44		
Drilling overalls for privates,	1 22	87	
Drilling overalls, for sergeants,	1 34	1 01	
Cotton jackets with sleeves, infan. privates,	-	1 05	Not allowed in 1817.
Cotton jackets with sleeves, infan. sergeants,	-	1 22	Not allowed in 1817.
Cotton jackets with sleeves, artil. privates,	-	1 11	Not allowed in 1817.
Cotton jackets with sleeves, artil. sergeants,	-	1 28	Not allowed in 1817.
Woollen jackets with sleeves, for artillery,	3 22	2 93	
Woollen jackets with sleeves, for infantry,		2 82	
Cotton shirts for privates,	1 08	72	
Cotton shirts for sergeants,	1 16	75	
Flannel shirts,	1 68	1 27½	
Fatigue frocks,	1 28	1 10	
Fatigue trowsers,	1 11	78¾	
Laced bootees, per pair,	-	1 62	Not allowed in 1817.
Shoes, per pair,	1 49	1 25	
Stockings, per pair,	49	40	
Socks, per pair,	10	25	In 1817, *flannel* socks were provided. In 1823, they are of a quality equal to the stockings. Germantown manufacture.
Leather stocks,	12½	14½	Very superior to those provided in 1817.
Blankets,	2 90	2 70	The last contract price for domestic blankets was $2 90; since which, blankets have been procured at $2 70, of the best quality.
Great coats,	9 51	7 00	
Infantry privates' coats,	5 40	5 81	More cloth is now used for fixing the wings on the coats than was in 1817; and being braided on the breasts, cuffs, and skirts, the price of making up is considerably advanced; add to which the cost of the braid.
Infantry sergeants' coats,	6 15	5 81	
Infantry music coats,	6 90	7 53	
Artillery privates' coats,	5 40	6 00	
Artillery sergeants' coats,	6 15	6 00	
Artillery music coats,	6 90	7 72	
Knapsacks, Glengary,	1 62	1 50	
Haversacks, linen,	48	46	
Mess pans, iron,	80	68	
Camp kettles, iron,	1 36	95	
Tents of various kinds,	-	-	No tents of any description have been purchased since the war.
Bedsacks, single,	2 50	2 20	
Bedsacks, double,	-	2 57	No double bedsacks made in 1817.

COMMISSARY GENERAL'S OFFICE, PHILADELPHIA, *November* 12, 1822.

CALLENDER IRVINE, *Commissary General of Purchases.*

Hon. J. C. CALHOUN, *Secretary of War.*

No. 6.

Cost of clothing for the army of the United States during the year 1823.

Forage cap,	$ 40
Leather cap,	1 50
Oilcloth cap cover,	45
Pompons,	20
Bands and tassels,	12
Cockades and eagles,	6¼
Cap plates for artillery and infantry,	8
Cap scales for artillery and infantry,	60
Worsted wings, per pair,	55½
Grey woollen overalls,	2 27
Drilling overalls for privates,	87
Drilling overalls for sergeants,	1 01
Cotton jackets with sleeves, for infantry privates,	1 05
Cotton jackets with sleeves, for infantry sergeants,	1 22
Cotton jackets with sleeves, for artillery privates,	1 11
Cotton jackets with sleeves, for artillery sergeants,	1 28
Woollen jackets with sleeves, for artillery,	2 93
Woollen jackets with sleeves, for infantry	2 82
Cotton shirts for privates,	72
Cotton shirts for sergeants,	75
Flannel shirts,	1 27½
Fatigue frocks,	1 10
Fatigue trowsers,	78½
Laced bootees, per pair,	1 62
Shoes, per pair,	1 25
Stockings, per pair,	40
Socks, per pair,	25
Leather stocks,	14½
Blankets,	2 70
Great coats,	7 00
Infantry privates' coats,	5 81
Infantry sergeants' coats,	5 81
Infantry musicians' coats,	7 53
Artillery privates' coats,	6 00
Artillery sergeants' coats,	6 00
Artillery musicians' coats,	7 72

COMMISSARY GENERAL'S OFFICE, PHILADELPHIA, *November*, 1822.

CALLENDER IRVINE, *Comm'y Gen. of Purchases.*

Hon. J. C. CALHOUN, *Secretary of War.*

17th CONGRESS.] No. 236. [2d SESSION.

EXPENSES OF THE ORDNANCE DEPARTMENT, ARMORIES, ARSENALS, AND MAGAZINES, FROM THE YEAR 1816.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, JANUARY 6, 1823.

To the House of Representatives of the United States: WASHINGTON, *January* 3, 1823.

In compliance with the resolutions of the House of Representatives of the 8th January, 7th May, and 17th December, 1822, requesting the President of the United States to cause to be laid before that House a detailed statement of the current expenses of the Ordnance Department for the years 1817, '18, '19, '20, and '21, and as much as can be shown for the year 1822; and also the number and local position of each of the armories, arsenals, and magazines of the United States; the total expense of constructing and repairing the same, up to the year 1821; the number of cannon and other arms annually made at each; and the expenses of each armory and arsenal for each year, from 1816 to 1821, inclusive; I herewith transmit a report from the Secretary of War, accompanied by such documents as will be found to contain the desired information.

JAMES MONROE.

DEPARTMENT OF WAR, *December* 30, 1822.

The Secretary of War, to whom was referred the resolution of the House of Representatives of the 8th of January, 1822, requesting the President of the United States "to cause to be laid before the House a statement, showing the amount expended for the current expenses of the Ordnance Department during the years 1817, 1818, 1819, and 1820, and as much as can be shown of said expenditures for the year 1821; with the particular items for which the money was expended, the place where, and the persons to whom paid; what quantity of timber has been procured for gun-carriages and caissons, its cost annually, and where deposited; the quantity of ordnance of every kind that has been provided during those years, or paid for; the sums expended in the purchase of sites for arsenals since the peace; the cost of the buildings erected thereon; and whether all those arsenals are necessary for the service of the United States;" and that of the 7th of May, 1822, requesting the President of the United States "to cause to be laid before the House a report, showing the number and local position of each of the armories, arsenals, and

magazines of the United States; the time at which each was established, and the total expense of constructing and repairing the same, up to the end of the year 1821; also, the whole number of cannon and other arms made annually at each armory and arsenal, from its establishment to the end of the said year; also, an exhibit, in detail, of the expenses of each armory and arsenal, for each year, from 1816 to 1821, inclusive, showing, first, the gross amount of money expended at each, within each year; second, the separate object to which the expenditure was applied; third, the contracts and purchases made at each within each year, by whom and with whom, whether publicly or privately, with or without public notice, for what articles or materials, the amount of each contract for all purchases and the amount given therefor, the names of all concerned as principals, agents, and securities, their places of residence, and the failures which may have occurred in any contract; fourth, the whole number of arms and equipments transmitted to each State and Territory in the Union, under the act of Congress for arming the whole body of the militia of the United States; fifth, the whole number of cannon, arms, equipments, and munitions of war of every kind, distinguishing the different kinds, now belonging to the United States, and where placed; sixth, the annual expense of transporting ordnance and ordnance stores from the places at which they were made or purchased, in the Atlantic States, to the places at which they were to be delivered or used, in the Western States or Territories, specifying the several descriptions of arms and munitions so transported, and the cost thereof when purchased; the whole so arranged as to exhibit clearly the annual expenditure of the annual appropriation for each specific object;" as well as the resolution of the 17th of December, 1822, requesting the President of the United States "to cause to be laid before this House a statement, showing the amount expended for the current expenses of the Ordnance Department during the years 1817, 1818, 1819, 1820, and 1821, and as much as can be shown of said expenditure for the year 1822; with the particular items for which the money was expended, the place where, and the persons to whom paid; what quantity of timber has been procured for gun-carriages and caissons, its cost annually, and where deposited; the quantity of ordnance of every kind that has been procured during those years, or paid for; and the whole amount of the arms of every description, now belonging to the United States; the sums expended in the purchase of sites for arsenals since the peace; the cost of the buildings erected thereon; and whether all those arsenals are necessary for the service of the United States," has the honor to transmit herewith the report of the lieutenant colonel of ordnance, and those of the Second and Third Auditors of the Treasury, which contain the information required, with the exception of the "expenditure of the Ordnance Department for the year 1822," which will be transmitted as soon as prepared.

All which is respectfully submitted:

J. C. CALHOUN.

The PRESIDENT OF THE UNITED STATES.

SIR: ORDNANCE DEPARTMENT, *December* 30, 1822.

In answer to the resolution of the House of Representatives of the 17th instant, I have the honor to report that a statement of "the whole amount of the arms of every description now belonging to the United States," is contained in the papers marked H and I, which were communicated with my report of the 27th instant, and that all other statements required by the resolution which appertains to this department to furnish, is contained in my report of the 28th instant, and the papers therein mentioned; to which reports and statements I beg leave to refer, as containing all the information in possession of this department which is required by the resolution.

I have the honor to be, sir, very respectfully, your obedient servant,

G. BOMFORD, *Lieut. Col. on ordnance duty.*

Hon. J. C. CALHOUN.

SIR: ORDNANCE DEPARTMENT, *December* 27, 1822.

I have the honor to communicate herewith sundry statements which contain the information required by the resolution of the House of Representatives of the 7th of May last, as far as the same can be furnished by this department.

Statement A shows the number and local position of each of the arsenals and magazines of the United States, the time at which each was established, and the total expense of constructing and repairing the same up to the close of the year 1821; also, the sums expended in the purchase of sites for arsenals since the peace, and the cost of the buildings erected thereon.

The sums expended in the construction and repairs of arsenals from 1799 to the close of the late war amount to - - - - -	$275,787 78
The sums expended in the purchase of sites for arsenals since the peace amount to -	26,201 33
And the cost of the buildings erected since the peace amounts to - -	974,782 95
Total amount expended in building and repairing arsenals from 1799 to 1821, inclusive, and in purchasing sites for arsenals since the peace, - - -	$1,276,772 06

This statement has been prepared from the separate reports of the Second and Third Auditors. It is considered better thus to blend in one statement these separate reports, as the information required can by this means be presented at one view and in a more condensed form.

Statement B exhibits the annual expenditures at the armory at Springfield, Massachusetts, for the purchase of land, the construction and repair of buildings, the manufacture and repair of arms, and for miscellaneous purposes, from the year 1795 to 1821, inclusive; also, the number of arms made and repaired therein during the same period.

Statement C is an appendage to the foregoing, and exhibits the present state of the Springfield armory, the value of the land, the number and value of the buildings, and other permanent improvements erected thereon; also, the value of the machinery, tools, and materials on hand.

The total amount expended at this armory from 1795 to 1821, on account of permanent improvements, is - - - - - -	$134,623 69
On account of the manufacture and repair of arms, - - -	2,335,160 95
On account of miscellaneous objects, - - - - -	29,094 54
Total amount expended, - - - -	$2,498,879 18

The number of arms made and repaired at this armory during the same period is as follows, viz:	
New muskets manufactured, - - - - -	178,759
New rifles and carbines manufactured, - - - -	2,452
Damaged muskets repaired, - - - - -	46,325
Total made and repaired, - - - -	227,536

The total value of arms made and repaired is estimated to be equal to the manufacture of 192,751 new muskets.

Statements D and E contain information similar to the foregoing respecting the armory at Harper's Ferry, Virginia.

The total amount expended at this armory from 1796 to 1821, inclusive, on account of permanent improvements, is - - - - -	$366,180 01
On account of the manufacture and repair of arms, - - -	2,171,490 85
For miscellaneous objects, - - - - -	63,438 49
Total amount expended, - - - -	$2,601,109 35

The number of arms made and repaired at this armory during the same period is as follows, viz:	
New muskets manufactured, - - - - -	119,911
New rifles, pistols, and other arms manufactured, - - - -	23,884
Damaged arms repaired, - - - - -	12,830
Total made and repaired, - - - -	156,625

The total value of arms made and repaired at this armory is estimated to be equal to the manufacture of 151,550 new muskets.

The present value of the armory at Springfield, including, with the land and sixty-six buildings, the machinery, tools, and stock on hand, is estimated at - -	$251,857 50
The armory at Harper's Ferry, consisting of one hundred and thirteen buildings, estimated as above, is valued at - - - - -	539,442 79
Total value of the two armories, - - -	$791,300 29

The armory at Harper's Ferry is more extensive than that at Springfield. The former could employ about one hundred more workmen than the latter. The number employed at each at present is, however, about the same, viz. 260.

The report of the Third Auditor embraces a part of the details given in the foregoing statements relative to the armories. By the same report it appears that the data upon which its accompanying statements were founded were very defective. Recourse was therefore had by this department to the books and papers at the armories; and the statements accompanying this report have been prepared from documents furnished by the superintendents of the armories, and are believed to be more accurate than any which could have been prepared from other sources.

No cannon have been made at the armories; those establishments are employed in the manufacture and repair of small arms only. No cannon or other arms have been made at the arsenals. The arsenals are used as depots for the collection and preservation of artillery, arms, ammunition, and military supplies generally, and for the fabrication of gun-carriages and other artillery equipments, for the preparation of ammunition, and for the repair of arms.

An exhibit, in detail, of the expenses of each armory for "each year, from 1816 to 1821, inclusive, showing the gross amount of money expended at each within each year, and the separate object to which the expenditure was applied," is contained in the statements B and D above mentioned. A similar exhibit in relation to each arsenal is contained in the report of the Second Auditor.

In answer to the third head of inquiry, requiring an exhibit of "the contracts and purchases made at each within each year, by whom, with whom," &c., I have to state that the materials and supplies for the armories and arsenals are generally procured in small quantities, under the direction of their respective superintendents or commanding officers, by open purchase or by special contract, as the exigencies of the service require. The quantities of supplies purchased, the amount paid therefor, and the names of the persons from whom purchased, are stated in the report of the Second Auditor.

A greater quantity of supplies is required at the armories than at the arsenals, and the articles required are of a more fixed and uniform character; engagements for regular supplies are therefore made at the armories to a greater extent than at the arsenals. I communicate herewith a report of the superintendent of the armory at Springfield, (marked F,) which contains the details required under this head. The superintendent of the armory at Harper's Ferry reports that the supplies required at that armory have been procured on contracts made by him; and as no advances have been made on any contracts, no securities have been required; and as the articles were never paid for until they were delivered at the armory, no losses have been sustained by the United States.

The paper marked G contains a statement of the "number of arms and equipments transmitted to each State and Territory in the Union, under the act of Congress for arming the whole body of the militia," since the 1st of January, 1816.

Statements H and I exhibit "the whole number of cannon, arms, equipments, and munitions of war of every kind now belonging to the United States, and where placed," taken from the latest returns on file in this department. Statement H contains the returns from the fortifications, and statement I the returns from the arsenals and depots, with a recapitulation showing the total number or quantity of each article on hand in the United States.

The annual expense of transporting "ordnance and ordnance stores from the places at which they were made or purchased, in the Atlantic States, to the places at which they were to be delivered or used, in the Western States or Territories, specifying the several descriptions of arms and munitions so transported, and the cost thereof where purchased," it was supposed would be furnished by the Auditors in whose offices the accounts for such expenditures are settled. But it appears by the report of the Third Auditor that a correct statement cannot be prepared, owing to the loss of accounts, which were burned by the enemy, and to other causes which are specified in his report. It was therefore considered proper, under these circumstances, to have recourse to the quarterly returns of military stores received and issued, although those returns furnish no data for ascertaining the cost of transporting the stores.

The returns referred to are from the arsenal at Pittsburg, through which place most of the military supplies for the western country have passed; and they embrace the period from 1813 to 1821, inclusive. From these data two

statements (marked K and L) have been prepared, which specify the different kinds of articles transported, and the places from and to which they were sent.

From these statements, and from one for the year 1812, prepared by the Third Auditor, it appears that, from the commencement of the late war up to the close of the last year, there have been transported from the seaboard (including those sent from Harper's Ferry) to Pittsburg 49,500 muskets, 6,098 rifles, and other small arms, amounting to 12,940, making the total of small arms 68,538; and that there have been transported in like manner to the same place 14 pieces of artillery mounted complete, 2,500 sets of accoutrements, 381,400 flints, and 141,000 pounds of powder.

It appears also that, during the same period, the following articles were transported from Pittsburg to the Western States and Territories, viz: 36,687 muskets, 2,429 rifles, 4,570 pistols, sabres, &c., making a total of small arms of 43,686; also, 5,770 sets of accoutrements, 117,200 flints, 3,445,700 musket cartridges, and 165,333 pounds of powder; also, 108 cannon and howitzers, with 99 field artillery carriages, 29,079 cannon balls and shells, weighing about 174 tons, and 8,500 rounds of fixed ammunition for artillery.

All the cannon, artillery carriages, and cannon balls, except a small quantity forwarded at the commencement of the war, were manufactured at Pittsburg. All the powder, with the same exception, and all the lead, were procured in Kentucky and Missouri. All the small arms and flints required for the public service in the western country have been forwarded from the Atlantic States.

I have the honor to be, sir, very respectfully, your obedient servant,

GEO. BOMFORD, *Lt. Col. on ordnance duty.*

Hon. J. C. CALHOUN.

SIR: ORDNANCE DEPARTMENT, *December* 28, 1822.

In answer to that part of the resolution of the House of Representatives of the 8th of January last, which inquires "whether all the arsenals erected on sites purchased since the peace are necessary for the service of the United States," I have the honor to report that all those arsenals are deemed necessary and indispensable for the safe keeping and proper preservation of the arms and other military stores now on hand. Most of those arsenals already contain as great a quantity of military stores as they are capable of containing, consistent with such an order of arrangement as is indispensable for their examination and preservation.

All other information required by the resolution, and which appertains to this department to furnish, is contained in the statements which accompanied my report of the 27th instant, made in pursuance of the resolution of the 7th of May last, viz: Statement I "shows the quantity of timber for gun-carriages and caissons on hand, and the places where deposited." Statement A, which has been prepared from the reports made by the Second and Third Auditors, shows "the sums expended in the purchase of sites for arsenals since the peace, and the cost of the buildings erected thereon;" to which report and statements I beg leave respectfully to refer.

All the statements required by that resolution relative to expenditures must necessarily be prepared from the individual accounts of the disbursing officers, and which can be done only by the Auditor in whose office those accounts are settled and filed.

I have the honor to be, sir, very respectfully, your obedient servant,

GEO. BOMFORD, *Lt. Col. on ordnance duty.*

The Hon. JOHN C. CALHOUN.

A.

Statement of the number and local position of the arsenals and magazines of the United States, the time at which each was established, and the annual expense of constructing and repairing the same, up to the end of the year 1821; *also, of the sums expended in the purchase of sites for arsenals since the peace.*

WHERE SITUATED.	AMOUNT EXPENDED AT EACH ARSENAL IN THE CONSTRUCTION AND REPAIRS OF BUILDINGS IN THE FOLLOWING YEARS:										
	1799.	1800.	1801.	1802.	1803–4.	1805 to '8.	1809.	1810–11.	1812.	1813.	1814.
ARSENALS AND MAGAZINES.											
At Philadelphia, on the Schuylkill, near the city,	12,695 60	94,709 24	32,324 37	6,615 55	-	-	-	-	1,796 76	524 24	
At Newport, Kentucky, on the Ohio river, opposite Cincinnati,	-	-	-	-	10,722 35	15,874 72	4,696 89	133 36			
At Rome, New York, on the canal joining the waters of the Hudson and Lake Ontario,	-	-	-	-	-	-	-	-	-	755 91	1,347 95
At Watervliet, New York, on the Hudson, seven miles above Albany,	-	-	-	-	-	-	-	-	-	-	71,363 94
At Pittsburg, Pennsylvania, on the Allegany river, two miles above the city,	-	-	-	-	-	-	-	-	-	-	22,226 90
At Watertown, Massachusetts, on Charles river, six miles from Boston,	-										
At Frankford, Pennsylvania, on Frankford creek, six miles from Philadelphia,	-										
Near Baltimore, Maryland, on the western turnpike, eight miles from the city,	-										
At Greenleaf's Point, District of Columbia, and magazine at the Little Falls of the Potomac,	-										
Near Richmond, Virginia, on James river, twelve miles above the city,	-										
Near Augusta, Georgia, on Savannah river, two miles from the city,	-										
At Baton Rouge, on the Mississippi river, one hundred and twenty-five miles from New Orleans,	-										
At Detroit, Michigan Territory, on Detroit river,	-										
SITES FOR ARSENALS.											
At Waterford, Pennsylvania, on the head waters of the Allegany, fourteen miles from Lake Erie,	-										
At Vergennes, Vermont, on Otter creek, adjoining the city,	-										
Total dollars,	12,695 60	94,709 24	32,324 37	6,615 55	10,722 35	15,874 72	4,696 89	133 36	1,796 76	1,280 15	94,938 79

A—Continued.

WHERE SITUATED.	AMOUNT EXPENDED AT EACH ARSENAL IN THE CONSTRUCTION AND REPAIRS OF BUILDINGS IN THE FOLLOWING YEARS:							SITES FOR ARSENALS SINCE THE PEACE.		Total amount expended for each arsenal, including the purchase of sites since the peace.
	1815.	1816.	1817.	1818.	1819.	1820.	1821.	Date of purchase.	Cost.	
ARSENALS AND MAGAZINES.										
At Philadelphia, on the Schuylkill, near the city,	-	-	-	-	-	-	-	-	-	148,665 76
At Newport, Kentucky, on the Ohio river, opposite Cincinnati,	-	3,063 97	1,306 22	130 05	-	-	-	-	-	35,927 56
At Rome, New York, on the canal joining the waters of the Hudson and Lake Ontario,	15,295 50	17,106 52	75 94	287 62	186 28	326 05	-	July 10, 1816,	1,572 73	36,954 50
At Watervliet, New York, on the Hudson, seven miles above Albany,	5,152 26	2,372 81	9,269 00	11,276 40	-	4,156 25	-	-	-	103,590 66
At Pittsburg, Pennsylvania, on the Allegany river, two miles above the city,	59,615 00	62,316 06	39,773 29	9,296 77	10,244 68	333 60	156 60	-	-	203,967 90
At Watertown, Massachusetts, on Charles river, six miles from Boston,	-	41,232 70	37,671 37	38,671 86	24,583 61	10,784 89	-	Oct. 8, 1816, / June 6, 1818,	2,099 38 / 3,090 84	158,134 65
At Frankford, Pennsylvania, on Frankford creek, six miles from Philadelphia,	-	9,578 82	25,512 44	4,855 85	10,065 00	2,500 00	2,161 10	May 27, 1816,	7,680 75	62,353 96
Near Baltimore, Maryland, on the western turnpike, eight miles from the city,	-	18,327 86	62,775 37	2,045 95	-	-	-	June 18, 1816,	895 13	84,044 31
At Greenleaf's Point, District of Columbia, and magazine at the Little Falls of the Potomac,	-	15,586 88	13,519 65	358 83	1,328 76	421 15	248 02	Sept. 30, 1815,	1,000 00	32,463 29
Near Richmond, Virginia, on James river, twelve miles above the city,	-	68,650 97	43,089 10	58,715 09	10,344 98	2,248 69	-	Sept. 25, 1815,	4,312 50	187,361 33
Near Augusta, Georgia, on Savannah river, two miles from the city,	-	-	897 00	38,644 92	49,060 02	31,110 01	40,843 54	Dec. 9, 1816, / July 4, 1820,	2,500 00 / 850 00	163,905 49
At Baton Rouge, on the Mississippi river, one hundred and twenty-five miles from New Orleans,	-	-	-	-	18,425 33	24,956 04	3,944 36	-	-	47,325 73
At Detroit, Michigan Territory, on Detroit river,	-	-	-	-	8,751 17	855 34	270 41	-	-	9,876 92
SITES FOR ARSENALS.										
At Waterford, Pennsylvania, on the head waters of the Allegany, fourteen miles from Lake Erie,	-	-	-	-	-	-	-	April 7, 1818,	1,200 00	1,200 00
At Vergennes, Vermont, on Otter creek, adjoining the city,	-	-	-	-	-	-	-	Oct. 8, 1816,	1,000 00	1,000 00
Total dollars,	80,062 76	238,236 59	233,889 38	164,283 34	132,989 83	77,697 02	47,624 03	-	26,201 33	1,276,772 06

RECAPITULATION.

Expended in the construction and repairs of arsenals from 1799 to 1814, inclusive,	$275,787 78
Expended in the construction and repairs of arsenals from 1815 to 1821, inclusive,	974,782 95
Expended in the purchase of sites for arsenals since the peace,	26,201 33
	$1,276,772 06

ORDNANCE DEPARTMENT, *December* 26, 1822.

GEORGE BOMFORD, *Lieutenant Colonel on ordnance duty.*

B.

Statement of the expenditures of the United States' Armory at Springfield, Massachusetts, and of the arms made and repaired therein, from its establishment to the close of the year 1821.

YEARS.	AMOUNT EXPENDED.							ARMS MADE AND REPAIRED.										REMARKS.
								MADE.							REPAIRED.			
	For land, including mill seats.	Buildings, mill-dams, canals, and other permanent improvements.	Repairs of buildings, mill-dams, &c.	Total for land, buildings, &c.	For the manufacture and repair of arms.	Miscellaneous expenses, not included in the foregoing.	Total amount expended.	Muskets.	Rifles.	Pistols.	Carbines.	Ball screws.	Screw drivers.	Spring vices.	Muskets.	Value of repaired arms in new muskets.	Total value of arms made and repaired, estimated in new muskets.	
1795	400 00	-	25 00	425 00	4,070 75	-	4,495 75	245										The item of "Miscellaneous expenses" is for disbursements made at the armory, for purposes not connected with the product of the establishment, viz:
1796	-	-	100 00	100 00	15,298 25	-	15,398 25	838										
1797	-	-	120 00	120 00	18,743 80	-	18,863 80	1,028										
1798	343 33	1,934 88	125 00	2,403 21	16,754 19	-	19,157 40	1,044										
1799	-	2,395 62	514 00	2,909 62	81,389 61	-	84,299 23	4,595										
1800	-	328 95	360 00	688 95	64,240 49	-	64,929 44	4,862										
1801	509 00	1,627 25	300 00	2,436 25	47,892 69	-	50,328 94	3,205										Value of parts of work, tools, &c. prepared and sent to distant arsenals for repairing arms, - $20,985 83
1802	-	-	390 89	390 89	29,751 66	-	30,142 55	4,358										
1803	-	1,157 18	185 00	1,342 18	31,098 23	-	32,440 41	4,775										
1804	-	2,275 29	240 00	2,515 29	40,741 22	-	43,256 51	3,566										
1805	-	4,325 79	245 00	4,570 79	41,376 32	-	45,947 11	3,535										
1806	-	7,562 50	240 00	7,802 50	34,803 44	-	42,605 94	2,018										Amount paid to inspectors while employed in inspecting arms made by private contract, and other expenses connected therewith, - - - - 5,106 71
1807	300 00	9,461 49	300 00	10,061 49	45,269 89	-	55,331 38	5,692										
1808	-	31,084 09	600 00	31,684 09	71,490 62	-	103,174 71	5,870										Amount paid for arm chests, and for the transportation of arms, 3,002 00
1809	2,153 08	14,916 72	620 00	17,689 80	104,779 51	-	122,469 31	7,070	-	-	600	-	-	-	1,086			
1810	-	1,175 37	680 00	1,855 37	129,715 10	-	131,570 47	9,700	-	-	602	-	-	-	1,406			Total, $29,094 54
1811	200 00	-	618 86	818 86	113,685 00	-	114,503 86	12,020										
1812	2,050 00	9,071 64	690 00	11,811 64	128,166 39	-	139,978 03	10,140										
1813	-	993 71	602 00	1,595 71	113,890 32	-	115,486 03	6,920	-	-	-	-	-	-	11,105			In some of the years the expenditures and the products of the armory appear to be disproportionate. This has arisen partly by the purchase of a greater or a less quantity of stock and materials in a year than was consumed within it, and partly by the payment of debts in one year, which had been contracted in the year preceding.
1814	-	-	544 30	544 30	101,771 42	-	102,315 72	9,585	-	-	-	-	-	-	5,475			
1815	-	-	1,000 00	1,000 00	149,466 37	1,000 00	151,466 37	7,279	-	-	-	-	-	-	21,145			
1816	-	1,272 00	1,200 00	2,472 00	151,618 38	1,123 50	155,213 88	7,199	-	-	-	-	-	-	5,125			
1817	3,475 00	1,500 00	2,000 00	6,975 00	150,015 06	- -	156,990 06	13,015	-	-	-	-	-	-	454			
1818	-	1,000 00	2,000 00	3,000 00	158,782 10	11,155 59	172,937 69	12,000	-	1,000	-	-	-	-	110			
1819	200 00	2,500 00	1,636 00	4,336 00	162,813 61	5,494 16	172,643 77	12,000	250	-	-	-	12,000	-	80			
1820	-	6,174 75	3,000 00	9,174 75	162,716 29	7,444 61	179,335 65	13,200	-	-	-	1,300	13,000	1,300	259			
1821	-	4,500 00	1,400 00	5,900 00	164,820 24	2,876 68	173,596 92	13,000	-	-	-	1,300	13,000	1,300	80			
Tot.	$9,630 41	$105,257 23	$19,736 05	$134,623 69	$2,335,160 95	$29,094 54	$2,498,879 18	178,759	250	1,000	1,202	2,600	38,000	2,600	46,325	11,540	192,751	

ORDNANCE DEPARTMENT, *November* 30, 1822.

G. BOMFORD, *Lieut. Colonel on ordnance duty.*

C.

Statement of the number and dimensions of the buildings at the United States' Armory at Springfield, Massachusetts, together with the materials of which they are built, and their estimated value.

Number of buildings.	For what purpose built, or how occupied.	Dimensions in feet.	Number of stories.	Of what built.	Estimated value.
1	Dwelling house,	45 by 40	2	Brick,	
	Kitchen,	35 20	1	Brick,	$3,500
	Wood house,	30 17	1	Wood,	
1	Stable,	40 30	-	Wood,	200
2	Dwelling houses,	38 31	1	Wood,	1,300
1	Dwelling house,	60 21	1	Wood,	
	Wood house,	14 16	1	Wood,	850
1	Dwelling house,	43 34	2	Wood,	
	Wing,	20 16	1	Wood,	2,000
	Wood house,	44 18	1	Wood,	
1	Stable,	26 20	-	Wood,	200
1	Dwelling house,	60 30	2	Wood,	
	Kitchen,	28 24	1	Wood,	2,450
	Wood house,	48 14	1	Wood,	
1	Dwelling house,	68 34	2	Wood,	
	Shed,	26 18	1	Wood,	2,100
1	Dwelling house,	36 17	1	Wood,	250
1	Dwelling house,	38 32	1	Wood,	
	Shed,	22 9	-	Wood,	750
1	Dwelling house,	25 25	1	Wood,	450
1	Dwelling house,	20 14	1	Wood,	225
1	Dwelling house,	33 26	2	Wood,	
	L part,	24 19	2	Wood,	1,600
	Wood house,	24 20	1	Wood,	
1	Stable,	24 20	-	Wood,	50
1	Dwelling house,	35 30	2	Wood,	
	Wood house,	20 10	1	Wood,	675
1	Dwelling house,	37 28	2	Wood,	
	Kitchen,	24 15	1	Wood,	1,800
	Wood house,	30 17	-	Wood,	
1	Stable,	30 20	-	Wood,	125
1	Dwelling house,	32 18	2	Wood,	
	Kitchen,	24 23	1	Wood,	500
1	Stable,	24 20	-	Wood,	75
1	School house and shed,	24 18	1	Wood,	225
1	Dwelling house,	111 20	1	Wood,	550
1	Dwelling house,	110 20	1	Wood,	540
1	Store, (for provisions,)	40 18	2	Wood,	690
1	Dwelling house,	43 36	2	Wood,	2,500
1	Dwelling house,	38 32	2	Wood,	1,900
1	Dwelling house,	33 29	1	Wood,	
	Sheds,	33 10	-	Wood,	383
1	Dwelling house,	38 32	1	Wood,	250
1	Stable,	22 20	-	Wood,	60
1	Store room, offices, &c.	60 30	2	Brick,	4,500
1	Filing and stocking shop,	204 30	2	Brick,	16,560
1	Forging shop,	130 33	1	Brick,	6,186
1	Furnace,	32 16	1	Brick,	900
1	Coal house,	142 34	1	Wood,	500
1	File cutters' shop,	20 16	1	Wood,	150
1	Iron storehouse,	33 23	1	Wood,	275
1	Proof house, for proof barrels,	20 16	1	Wood,	510
1	Block house,	18 18	2	Wood,	500
1	Engine house,	24 16	1	Wood,	175
1	Work shop,	70 35	2	Brick,	3,500
1	Coal house,	70 30	2	Wood,	1,000
1	Coal house,	60 30	2	Wood,	1,500
1	Work shop,	65 32	2	Brick,	3,400
1	Case hardening shop,	30 16	1	Brick,	
	Store, for old shoes,	20 14	-	Wood,	800
1	Stone coal house,	23 25	1	Wood,	100
1	Iron store house,	29 16	1	Wood,	250
1	Welding shop,	78 49	1	Stone,	2,700
1	Trip hammer shop,	50 25	1	Stone,	1,225
1	Coal house,	70 35	1	Wood,	850
	Coal bin,	30 19	-	Wood,	190
1	Carpenters' shop,	26 18	1	Wood,	200
1	Iron store house,	41 18	1	Wood,	450
1	Work shop,	54 32	2	Brick,	2,400
1	Coal house,	40 25	-	Wood,	450
1	Iron store house,	24 20	1	Wood,	350
1	Stocking shop,	45 24	-	Wood,	
1	Forge,	30 30	-	Brick,	1,600
1	Coal house,	30 24	-	Wood,	500
1	Wood house,	50 10	-	Wood,	75
	Coal bin,	17 14	-	Wood,	125
1	Bridge with roof,	45 17	-	Wood,	175
1	Saw mill,	52 17	-	Wood,	200

C.—Continued.

Number of buildings.	For what purpose built, or how occupied.	Dimensions in feet.	Number of stories.	Of what built.	Estimated value.
1	Arsenal,	100 by 45	2	Wood,	$2,500
1	Arsenal,	100 34	2	Brick,	7,300
1	Arsenal,	100 28	2	Wood,	3,000
1	Pay office,	22 18	1	Wood,	300
1	Wood house,	11 10	1	Wood,	50
1	Ordnance yard,	166 102	1½	Wood,	1,500
	Roof inside with brick pillars,	102 21	1	Wood,	
1	Magazine,	83 22	1½	Brick,	5,500
					$98,644

RECAPITULATION.

Dwelling houses and out-buildings,	$26,198 00
Workshops and appendages,	52,296 00
Arsenals and magazine,	20,150 00
	$98,644 00

Statement of the estimated value of the United States' Armory at Springfield, Mass., on the 31st December, 1821.

For 102½ acres of land, with water privilege,	$9,630 41		
For 66 buildings, as per annexed statement,	98,644 00		
For mill-dams, flumes, and other permanent improvements,	9,276 00		
		$117,550 41	
For machinery, &c.,	9,170 62		
For tools, horses, wagons, &c.,	8,642 11		
		17,812 73	
For component parts of arms in progress,	38,454 98		
For unwrought materials on hand,	78,039 38		
		116,494 36	
Amount,			$251,857 50

ORDNANCE DEPARTMENT, *November* 30, 1822.

GEO. BOMFORD, *Lieut. Col. on ordnance duty.*

D.

Statement of the expenditures at the United States' Armory at Harper's Ferry, Va., and of the arms made and repaired therein, from its establishment to the close of the year 1821.

Years.	AMOUNT EXPENDED.						ARMS MADE AND REPAIRED.																				
							MADE.															REPAIRED.				
	For land.	Buildings, mill-dams, canals, and other permanent improvements.	Repairs of buildings, mill-dams, &c.	Total for land, buildings, &c.	For the manufacture and repair of arms.	Miscellaneous expenses not included in the foregoing.	Total amount expended.	Muskets.	Rifles.	Pistols.	Pattern muskets.	Pattern rifles.	Pattern pistols.	Wall pieces.	Harpoon guns.	Torpedo locks.	Torpedo lock boxes	Cannon locks.	Ball screws.	Screw-drivers.	Bullet moulds.	Wipers.	Rifle charges.	Spring vices.	Muskets.	Rifles & carbines.	Pistols & swords.	Value of repaired arms in new muskets.	Total value of arms made and repaired, estimated in new muskets.
1796	7,016 66	-	-	$7,016 66	-	-	$7,016 66																					
1797	10,000 00	-	-	10,000 00	-	-	10,000 00																					
1798	-	$3,028 53	-	3,028 53	$1,092 17	$247 73	4,368 43																					
1799	-	14,565 00	-	14,565 00	9,520 49	-	24,085 49																					
1800	-	19,552 33	$505 81	20,058 14	11,397 12	-	31,455 26																					
1801	-	6,558 20	728 69	7,286 89	19,914 92	-	27,201 81	293																				
1802	-	4,698 92	1,512 97	6,211 89	23,222 44	-	29,434 33	1,472																				
1803	-	4,905 13	1,715 32	6,620 45	22,076 95	-	28,697 40	1,048																				
1804	-	4,159 25	2,624 56	6,783 81	24,529 90	-	31,313 71	156	772	-	4	4	-	-	-	-	-	-	772	-	772	772	772					
1805	-	2,696 15	2,117 34	4,813 49	26,448 68	-	31,262 17	-	1,716	-	-	-	-	-	-	-	-	-	1,716	-	1,716	1,716	1,716					
1806	-	12,329 20	1,856 43	14,185 63	26,869 49	853 68	41,908 80	136	1,381	-	-	-	8	-	-	-	-	-	1,381	-	1,381	1,381	1,381					
1807	-	8,543 50	1,584 16	10,127 66	29,365 62	1,138 00	40,631 28	50	146	2,880	-	-	-	1	-	-	-	-	146	-	146	146	146	-	5,500			
1808	-	40,655 32	2,356 87	43,012 19	60,726 44	1,214 00	104,952 63	3,051	-	1,208	-	-	-	6	-	-	-	-	-	-	-	-	-	-				
1809	-	37,231 26	2,732 21	39,963 47	117,764 31	1,107 35	158,835 13	7,348	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	590			
1810	-	14,192 90	2,486 55	16,679 45	126,362 85	2,000 00	145,042 30	9,400	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	691			
1811	-	9,125 06	3,048 36	12,173 42	124,957 17	2,575 00	139,707 59	10,000	-	-	-	-	-	4	-	-	-	-	-	-	-	-	-	-	1,392			
1812	-	11,032 48	2,732 58	13,765 06	131,156 78	16,850 17	161,772 01	10,200	-	-	-	-	4	-	-	-	-	-	-	-	-	-	-	-	2,113	531	581	
1813	20,862 62	10,560 83	3,028 35	34,449 80	168,761 20	1,313 60	204,524 60	9,000	-	-	5	4	-	-	-	40	25	-	-	-	-	-	-	-	612	231		
1814	-	1,681 23	3,755 91	5,437 14	131,696 02	6,877 65	144,010 81	10,400	1,600	-	-	-	-	-	-	-	-	-	1,600	-	1,600	1,600	1,600	-	548	16		
1815	-	-	3,244 72	3,244 72	113,616 10	8,475 00	125,335 82	5,340	1,508	-	-	-	-	-	-	-	-	-	1,508	-	1,508	1,508	1,508	-	23	2		
1816	-	2,984 12	4,758 88	7,743 00	217,043 87	2,500 00	227,286 87	6,416	2,052	-	5	-	-	-	-	-	-	-	2,052	-	2,052	2,052	2,052					
1817	-	4,939 64	4,360 25	9,299 89	157,113 39	4,486 94	170,900 22	8,513	2,726	-	6	-	-	-	-	-	-	6	2,726	-	2,726	2,726	2,726					
1818	5,000 00	4,563 24	4,340 33	13,903 57	171,921 80	7,109 37	193,024 74	9,892	2,700	-	2	9	-	-	-	-	-	-	2,700	6,750	2,700	2,700	2,700					
1819	-	9,554 05	4,782 27	14,336 32	162,079 14	2,600 00	179,015 46	7,020	3,324	-	2	2	6	-	-	-	-	-	3,324	12,500	3,324	3,324	3,324					
1820	-	16,934 50	5,164 52	22,099 02	152,589 00	1,500 00	176,188 02	9,856	1,793	-	-	-	-	-	-	-	-	-	1,793	10,000	1,793	1,793	1,793	3,768				
1821	-	12,018 57	7,356 24	19,374 81	141,263 00	2,500 00	163,137 81	10,320	-	-	-	-	-	-	-	-	-	-	-	8,500	-	-	-	2,266				
Tot.	42,877 28	256,509 41	66,793 32	366,180 01	2,171,490 85	63,438 49	2,601,109 35	119,911	19,718	4,088	30	19	18	7	4	40	25	6	19,718	37,750	19,718	19,718	19,718	6,034	11,469	780	581	3,208	151,550

Remarks.—In some of the years the expenditures and products of the armory appear to be disproportionate. This has arisen partly by the purchase of a greater or less quantity of stock and materials in a year than was consumed within it, and partly by the payments of debts in one year which had been contracted in the year preceding.

Note.—The item of "Miscellaneous expenses" is for disbursements made at the armory for purposes not connected with the product of the establishment, viz:

Amount paid for the transportation of arms,	$21,568 44
Amount paid the workmen employed in the arsenals in cleaning and preserving the arms,	11,750 00
Cost of arm chests for packing 120,000 stands of arms,	18,000 00
Value of parts of work and tools sent to distant arsenals for repairing arms,	12,120 05
	$63,438 49

ORDNANCE DEPARTMENT, *November* 30, 1822.

G. BOMFORD.
Lieut. Col. on ordnance duty.

E.

Statement of the estimated value of the United States' Armory at Harper's Ferry, Virginia, on the 31st of December, 1821.

For 1890 acres of land, including the ferry across the Shenandoah, -	$42,877 28	
For 113 buildings, as per annexed statement, - - - -	150,650 00	
For mill-dams, canals, bridges, and other permanent improvements, -	105,000 00	
		$298,527 28
For machinery, &c., - - - - - -	40,000 00	
For tools, horses, wagons, boats, &c., - - - -	20,000 00	
		60,000 00
For component parts of arms in progress, - - - -	50,000 00	
For unwrought materials on hand, - - - - -	108,000 00	
		158,000 00
For tools and machinery for making patent rifles, - - -	12,247 44	
For component parts of patent rifles in progress, - - -	10,668 07	
		22,915 51
Amount, - - - - -	-	$539,442 79

ORDNANCE DEPARTMENT, *November* 30, 1822.

G. BOMFORD, *Lieutenant Colonel on ordnance duty.*

Statement of the number and dimensions of the buildings at the United States' Armory at Harper's Ferry, Virginia, together with the materials of which they are built, and their estimated value.

Number of buildings.	For what purpose built, or how occupied.	Dimensions in feet.	Number of stories.	Of what built.	Estimated value.
1	Work shop, - - -	131 by 45	2	Brick, -	$15,000
1	Work shop, - - -	130 30	2	Brick, -	12,000
2	Work shops, - - -	120 30	2	Brick, -	20,000
1	Work shop, - - -	111 30	2	Brick, -	8,000
2	1 work shop and 1 store-room, -	80 30	2	Brick, -	12,000
1	Arsenal, - - -	125 32	2 & a cellar,	Brick, -	12,000
1	Arsenal, - - -	68 36	2	Brick, -	8,000
1	Grinding mill, - - -	85 40	1	Brick, -	6,000
1	Furnace and forges, - -	45 45	1	Brick, -	4,000
1	Work shop, - - -	30 30	2	Stone, -	1,000
1	Work shop, - - -	50 16	1	Wood, -	500
1	Dwelling house, - -	36 30	2 & a cellar,	Brick, -	3,000
1	Dwelling house, - -	36 26	2 & a cellar,	Brick, -	2,500
1	Dwelling house, - -	40 24	2 & a cellar,	Brick, -	2,500
1	Dwelling house, - -	30 20	2 & a cellar,	Brick, -	1,200
1	Dwelling house, - -	28 20	2	Brick, -	1,000
1	Dwelling house, - -	64 21	2	Brick, -	3,000
1	Dwelling house, - -	28 18	2	Brick, -	700
2	Dwelling houses, - -	28 18	1	Brick, -	1,000
1	Dwelling house, - -	48 18	1	Brick, -	800
1	Dwelling house, - -	32 20	1	Brick, -	600
11	Dwelling houses, - -	24 18	1	Brick, -	4,400
1	Dwelling house, - -	36 24	2	Stone, -	800
1	Dwelling house, - -	48 22	1	Stone, -	800
1	Dwelling house, - -	28 22	1	Stone, -	600
1	Dwelling house, - -	94 21	2	Wood, -	2,000
1	Dwelling house, - -	70 18	2	Wood, -	2,000
2	Dwelling houses, - -	40 20	2	Wood, -	2,500
1	Dwelling house, - -	42 20	2	Wood, -	1,000
2	Dwelling houses, - -	50 18	1	Wood, -	1,200
1	Dwelling house, - -	36 18	2	Wood, -	700
2	1 dwelling house and 1 school house, -	40 20	1	Wood, -	1,100
5	Dwelling houses, - -	36 18	1	Wood, -	2,100
1	Superintendent's office, - -	18 18	2	Wood, -	500
3	Dwelling houses, - -	24 18	1	Wood, -	900
3	Dwelling houses, - -	28 16	1	Wood, -	1,000
1	Dwelling house, - -	50 16	1	Wood, -	400
2	Dwelling houses, - -	26 16	1	Wood, -	600
4	Dwelling houses, - -	30 18	1	Wood, -	1,450
1	Dwelling house, - -	48 20	1	Wood, -	400
1	Dwelling house, - -	40 18	1	Wood, -	400
1	Dwelling house, - -	32 20	1	Wood, -	400
1	Dwelling house, - -	34 16	1	Wood, -	300
1	Dwelling house, - -	26 18	1	Wood, -	300
1	Dwelling house, - -	36 16	1	Wood, -	300
2	Dwelling houses, - -	20 18	1	Wood, -	550
1	Dwelling house, - -	32 14	1	Wood, -	250
4	Dwelling houses, - -	30 16	1	Wood, -	950
5	4 dwelling houses and 1 school house, -	24 16	1	Wood, -	1,100
1	Dwelling house, - -	28 18	1	Wood, -	250
7	Dwelling houses, - -	18 16	1	Wood, -	1,250
2	Dwelling houses, - -	18 18	1	Wood, -	300
1	Dwelling house, - -	18 20	1	Wood, -	150
1	Draw-grinding shop, - -	18 18	1	Wood, -	150
1	Dwelling house, - -	16 14	1	Wood, -	100

E—Continued.

Number of buildings.	For what purpose built, or how occupied.	Dimensions in feet.	Number of stories.	Of what built.	Estimated value.
5	Dwelling houses,	16 by 16	1	Wood,	$500
1	Proof house,	14 12	1	Wood and stone,	200
1	Timber shed,	50 24	1	Wood,	250
1	Tempering shop,	26 16	1	Wood,	200
1	Engine-house and lodging room,	16 12	2	Wood,	300
1	Saw-mill,			Wood and stone,	1,000
1	Magazine,	18 18	1	Wood,	150
1	Iron store house,	120 16	1	Wood and stone,	1,000
1	Charcoal house,	111 30	1	Wood,	400
1	Stone coal-house,	30 30	1	Wood,	400
1	Stable,	36 24	1	Wood,	250
113					$150,650

RECAPITULATION.

89 dwelling houses and out-buildings,	$47,600
21 work shops and appendages,	82,900
3 arsenals and magazine,	20,150
113	$150,650

F.

[F being a statement, in detail, of contracts for stock, tools, and materials, for the armory at Springfield, Massachusetts, from January 1, 1816, to December, 1821, has been omitted as unimportant. The aggregate amount paid for those articles for six years is $59,653 22.]

NOTE TO F.

The contracts have generally been made at the superintendent's office, without public notice, except for coal. For this article, proposals have been publicly requested by notice in the papers. Relative to imported articles, I have made it a point to inquire of the most respectable hardware importers in New York and Boston, and request their prices for such articles as were wanted in the armory, and have made their lowest prices the standard for making the contract, taking into consideration the quality of the materials and the time of payment, and have generally procured them at the New York and Boston prices, delivered at the armory, and warranted. I have generally made the purchases with the stipulation that, if the articles did not prove good, they were to be returned. This is particularly the case with iron, steel, files, coal, and gun stocks, and all the heavy materials used in this establishment.

It has been an object to keep so large a supply of those articles on hand, that it might not be in the power of the sellers to impose on us an unreasonable price. By this management we have reduced the prices of most of the articles, viz. iron from $10 to $7 per cwt., charcoal from eight and nine cents to five and six cents per bushel, pit coal from fifty to forty cents per bushel, &c. &c.

It may be proper here to remark that, at the close of the year 1815, the armory was in debt $50,000, and but very little stock on hand. This debt has been paid, and the quantity of stock increased to a considerable amount, so that the establishment, at the close of 1821, it may be safely calculated, was in a better situation than in 1815, including debts and stock and materials, to the amount of more than $100,000, without taking into view the improvements made and labor performed during that time.

Relative to the contracts, as we have never made any payments in advance, and being careful to contract with responsible men, no bonds or sureties have been required; nor is it recollected that a single person has failed to fulfil the terms of his contract.

For the purpose of exhibiting the mode of transacting business at this armory, the following extract from the local regulations is respectfully submitted:

1. All the stock, tools, and materials, purchased by the superintendent, are delivered to the master armorer, who gives receipts therefor, one of which will accompany the bill, and be filed in the superintendent's office, and bear corresponding numbers and marks with the account.

2. The master armorer is to be held strictly responsible for all articles put under his charge, and deliver, at the beginning of every month, to the assistant master armorers and foremen, on their returns or requisitions, and the order of the superintendent, such articles as may be necessary in their respective departments, taking their receipts therefor, a duplicate of which will be handed to the superintendent.

3. The assistants and foremen will severally be held responsible for all articles received by them, and will deliver to the individual workmen under their charge such articles as may be necessary for their branches of work, who will be held strictly accountable for every article of public property delivered them.

4. Regular and accurate returns will be made, monthly, by the assistants and foremen, of all work executed by the men under their charge, and forwarded to the superintendent's office as soon after the close of the month as practicable, noting particularly, against each man's name, the quantity of work condemned, and the causes.

5. The assistants and foremen will make to the master armorer daily and monthly returns of all stock, tools, and materials received, and quarterly returns of all articles received, expended, and on hand; and semi-annual statements exhibiting the kind and quantity of labor performed by each individual, the amount of stock, tools, &c. on hand, showing the component parts of the musket executed under their direction, and how disposed of.

6. The master armorer will cause to be made to the superintendent consolidated returns and statements, immediately on the receipt of those above mentioned, keeping them distinct, that all articles on the hill, upper, middle, and lower water shops may be separately exhibited, including, in his return, all articles received by himself. He will also report, monthly, in writing, the quantity of work finished, and the number of arms, &c. delivered to the storekeeper.

7. Settlements of accounts will be made semi-yearly, in the following order: 1. Between the superintendent and master armorer; the vouchers for the latter will be the superintendent's order, and an assistant or foreman's receipt. 2. Between the master armorer and the assistants and foremen; the vouchers for the latter shall be receipts from the individual workmen, and parts of work corresponding with the property issued. 3. Between the assistants and foremen, and the individual workmen, in their respective departments; the vouchers for the latter shall be the parts of work executed by them, inspected, and approved, making the usual allowance for waste, scraps, &c.

8. It is to be understood that there is an assistant master armorer or foreman to each principal branch of the work, viz: one foreman of the forges; one foreman of the barrel welders, grinders and mounting forgers, and filers; one foreman of the lock filers; one foreman of the stockers, and one of the finishers. These men are held accountable for all stock, tools, &c. delivered them, (as stated in the foregoing,) and are responsible for the faithful and correct performance of the work. Each individual puts on the work he executes his own private mark; also the inspectors put on their mark when they examine and approve of the various parts of the musket, that, in case a defect is discovered, the delinquent may readily be found. The men to warrant their work.

All accounts are made out at the superintendent's office on the receipt of the master armorer, and accepted by him (the superintendent.) The disbursements are all made by the paymaster.

G.

Statement of the number of arms and equipments transmitted to each State and Territory in the Union, under the act of Congress for arming the whole body of the militia of the United States, from January 1, 1816, to December 31, 1821.

STATES AND TERRITORIES.	DELIVERED ON ACCOUNT OF BALANCES WHICH WERE DUE TO THE STATES JANUARY 1, 1816.											DELIVERED ON ACCOUNT OF THE PERIOD SUBSEQUENT TO JANUARY, 1816.												
	Muskets.	Cartouch boxes and belts.	Bayonet scabbards and belts.	6 pounder cannon.	6 pounder carriages, with implements complete.	24 pounder howitzers.	24 pounder howitzer carriages, with implements complete.	Caissons.	Ammunition wagons.	Travelling forges.	Total value in muskets.	Muskets.	Rifles.	Pistols.	Cavalry sabres.	Non-commissioned officers' swords.	Cartouch boxes and belts.	Bayonet scabbards and belts.	Bugles.	Drums.	Fifes.	6 pounder cannon.	6 pounder carriages, with implements complete.	Total value in muskets.
New Hampshire,	736	-	-	-	-	-	-	-	-	-	736	761	-	-	-	-	-	-	-	-	-	-	-	761
Massachusetts,	2,835	-	-	-	-	-	-	-	-	-	2,835	2,091	-	-	-	-	-	-	-	-	-	-	-	2,091
Vermont,	-	-	-	-	-	-	-	-	-	-	-	617	-	-	-	-	-	-	-	-	-	-	-	617
Rhode Island,	250	-	-	-	-	-	-	-	-	-	250	247	-	-	-	-	-	-	-	-	-	-	-	247
Connecticut,	-	-	-	-	-	-	-	-	-	-	-	607	-	-	-	-	-	-	-	-	-	-	-	607
New York,	6,000	3,000	1,150	14	14	-	-	-	-	-	6,904	3,322	-	-	-	-	-	-	-	-	-	-	-	3,322
New Jersey,	-	-	-	-	-	-	-	-	-	-	-	1,038	-	-	-	-	-	-	-	-	-	-	-	1,038
Pennsylvania,	-	-	-	-	-	-	-	-	-	-	-	3,280	-	-	-	-	-	-	-	-	-	5	6	3,484
Delaware,	-	-	-	-	-	-	-	-	-	-	-	220	-	-	-	-	-	-	-	-	-	-	-	220
Maryland,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	11	11	314
Virginia.																								
North Carolina,	-	-	-	-	-	-	-	-	-	-	-	1,525	-	-	-	-	-	-	-	-	-	-	-	1,525
South Carolina,	763	-	-	-	-	-	-	-	-	-	763	951	-	-	-	-	-	-	-	-	-	-	-	951
Georgia,	-	-	-	4	4	2	2	6	2	1	466	1,300	-	-	-	-	-	-	-	-	-	-	-	1,300
Kentucky,	1,000	1,000	1,000	-	-	-	-	-	-	-	1,179	1,467	75	1,100	550	-	-	-	-	-	-	4	4	2,640
Ohio,	-	-	-	-	-	-	-	-	-	-	-	1,200	-	-	-	-	-	-	-	-	-	2	2	1,267
Indiana,	-	-	-	-	-	-	-	-	-	-	-	140	-	500	250	-	40	40	3	-	-	5	4	705
Illinois,	-	-	-	-	-	-	-	-	-	-	-	63	-	-	-	-	-	-	-	-	-	-	-	63
Missouri,	-	-	-	-	-	-	-	-	-	-	-	192	-	-	-	-	-	-	-	-	-	-	-	192
Tennessee,	-	-	-	-	-	-	-	-	-	-	-	862	-	-	-	-	-	-	-	-	-	-	-	862
Mississippi,	-	-	-	-	-	-	-	-	-	-	-	156	-	-	-	-	-	-	-	-	-	-	-	156
Louisiana,	-	-	-	-	-	-	-	-	-	-	-	292	-	-	-	-	-	-	-	-	-	-	-	292
Alabama,	-	-	-	-	-	-	-	-	-	-	-	304	-	-	-	-	-	-	-	-	-	-	-	304
Michigan,	-	-	-	-	-	-	-	-	-	-	-	79	-	-	-	-	-	-	-	-	-	-	-	79
Arkansas,	-	-	-	-	-	-	-	-	-	-	-	400	-	450	200	-	-	-	-	12	12	-	-	779
District of Columbia,	-	-	-	-	-	-	-	-	-	-	-	-	192	-	-	100	120	120	-	-	-	-	-	290
Total,	11,584	4,000	2,150	18	18	2	2	6	2	1	13,133	21,114	267	2,050	1,000	100	160	160	3	12	12	27	27	24,106

RECAPITULATION OF STATEMENT G.

	Muskets.	Rifles.	Pistols.	Cavalry sabres.	Non-commissioned officers' swords.	Cartouch boxes and belts.	Bayonet scabbards and belts.	Bugles.	Drums.	Fifes.	6 pounder cannon.	6 pounder carriages, with implements complete.	24 pounder howitzers.	24 pounder howitzer carriages, with implements complete.	Caissons.	Ammunition wagons.	Travelling forges.	Total value in muskets.
Delivered on account of balances which were due to the States 21st January, 1816,	11,584	-	-	-	-	4,000	2,150	-	-	-	18	18	2	2	6	2	1	13,133
Delivered on account of the period subsequent to the 1st January, 1816,	20,076	267	2,050	1,000	100	160	160	3	12	12	27	27	-	-	-	-	-	24,106
Total delivered since 1st January, 1816,	31,660	267	2,050	1,000	100	4,160	2,310	3	12	12	45	45	2	2	6	2	1	37,239

NOTE.—Arms and accoutrements, equivalent to about 2,000 muskets, have been issued during the present year, and about 54,000 remain ready for delivery. It was contemplated to complete the issues to the several States and Territories, up to the close of the last year, early in the present season; but the distribution has been delayed in consequence of being unable to ascertain the quota of each State. The militia returns are yet incomplete. Circular letters were addressed to the respective Governors in June last, requesting returns of their militia. Many have complied with the request, but there still remain several States from which no returns have been received.

ORDNANCE DEPARTMENT, *November* 30, 1822.

GEO. BOMFORD, *Lieut. Colonel on ordnance duty.*

H.

Statement of the number of cannon, arms, equipments, and munitions of war, of every kind, on hand at the several fortifications of the U. States, from the latest returns on file in this Department.

STATIONS.	BRASS CANNON.						IRON CANNON.									MORTARS.			MORTAR BEDS.			HOWITZ'RS		SEACOAST AND GARRISON CARRIAGES.			
	24 pnd'r.	12 pnd'r.	9 pn'dr.	6 pn'dr.	4 pn'dr.	3 pn'dr.	42 pn'dr.	32 pn'dr.	24 pn'dr.	18 pn'dr.	12 pn'dr.	9 pn'dr.	6 pn'dr.	4 pn'dr.	Eprouvette.	10 inch seacoast.	10 inch siege.	8 inch.	10 inch seacoast.	10 inch siege.	8 inch.	8 inch.	24 pn'dr.	42 pn'dr.	32 pn'dr.	24 pn'dr.	18 pn'dr.
Fort Sullivan, Eastport, Maine,	-	-	-	-	-	-	-	-	-	4	4	-	2	-	-	-	-	-	-	-	-	-	-	-	-	-	4
Harbor of Portland, Maine,	-	-	-	-	-	-	-	-	24	8	6	-	8	-	-	1	-	-	1	-	-	-	-	-	-	24	
Harbor of Portsmouth, New Hampshire,	-	-	-	-	-	-	-	-	28	7	11	-	4	-	-	-	-	-	-	-	-	-	-	-	-	28	9
Fort Sewall, &c., Marblehead, Massachusetts,	-	-	-	-	-	-	1	-	13	23	3	-	5	-	-	-	-	-	-	-	-	-	1	1	-	7	9
Harbor of Boston, Massachusetts,	-	-	-	-	-	-	-	29	39	5	24	-	6	-	-	-	1	-	-	1	-	-	2	-	6	9	
Harbor of Newport, Rhode Island,	-	-	-	-	-	2	-	37	30	13	10	3	6	-	-	-	6	-	-	2	-	2	3	-	44	23	3
Harbor of New London, Connecticut,	-	-	-	-	-	-	-	-	31	22	6	-	2	1	-	-	-	-	-	-	-	-	1	-	-	26	18
Harbor of New York,	-	-	-	8	-	-	26	75	76	40	22	9	4	-	1	1	6	1	1	8	-	2	-	26	68	46	25
West Point, New York,	-	-	-	2	3	-	-	-	1	1	2	-	4	-	-	-	2	1	-	2	-	1	1				
Fort Pike, Sackett's Harbor, New York,	-	3	-	3	-	-	-	-	3	7	10	-	11	1	-	-	5	-	-	5	-	2	3	-	-	-	1
Fort Niagara, New York,	-	-	-	-	-	-	-	-	-	7	2	-	4	-	-	-	1	-	-	1	-	-	3				
Harbor of Plattsburg, New York,	-	1	-	2	-	1	-	2	2	8	5	2	3	-	-	-	2	1	-	1	1	-	8				
Forts Mifflin and Gaines, Philadelphia,	2	-	-	1	-	-	-	20	43	8	-	2	3	-	-	-	4	-	-	-	-	3					
Fort McHenry, Baltimore, Maryland,	-	-	-	1	-	-	-	5	17	22	6	-	1	-	-	1	5	4	1	2	2	2	-	-	5	19	3
Fort Severn, Annapolis, Maryland,	-	-	-	-	-	-	-	-	4	-	6	-	2	-	-	-	-	-	-	-	-	-	-	-	-	4	
Fort Washington, Potomac, Maryland,	-	-	-	-	-	-	-	-	4	8	-	6	4	-	-	-	1	-	-	1	-						
Harbor of Norfolk, Virginia,	-	-	-	-	-	-	-	8	12	28	2	5	9	-	-	-	-	-	-	-	-	1	2	-	-	17	3
Fort Johnson, Smithville, North Carolina,	-	-	-	-	-	-	-	-	14	15	4	-	2	8													
Harbor of Charleston, South Carolina,	-	-	-	-	-	2	-	2	33	6	2	-	1	-	-	-	1	-	-	1	-	-	2	-	-	1	3
Harbor of Savannah, Georgia,	-	-	-	-	-	-	-	-	8	7	-	-	2														
St. Augustine, Florida,	-	-	-	-	-	-	-	-	-	-	-	-	4	-	-	-	1	1	-	1	1	-	4				
Pensacola and St. Carlos de Barrancas, Florida,	2	-	-	-	-	-	-	-	3	-	5	3	3	-	-	-	3	-	-	-	-	1	1	-	-	3	
St. Mark's, Florida,	-	-	-	1	2	-	-	-	-	2	-	-	4	-	-	-	-	-	-	-	-	-	4				
Mobile Point and Dauphin Island, Alabama,	-	1	2	1	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2	1				
Petite Coquille, Louisiana,	-	-	1	-	-	-	-	-	3	5	-	-	4	-	-	-	-	-	-	-	-	-	-	-	-	2	3
Fort St. Philip, Louisiana,	-	-	-	1	-	-	-	2	38	-	-	-	4	-	-	-	-	-	-	-	-	1	1	-	2	28	
Fort Claiborne, Natchitoches, Louisiana,	-	-	-	-	2	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1				
Fort Smith, Arkansas, Louisiana,	-	-	-	-	-	-	-	-	-	-	-	-	2														
Council Bluffs,	-	-	-	-	-	-	-	-	-	-	-	-	9	1	-	-	-	-	-	-	-	-	5				
Fort Armstrong, Rock Island,	-	-	-	-	-	-	-	-	-	-	1	-	3														
Fort Edwards, Illinois,	-	-	-	-	-	-	-	-	-	-	-	-	3														
Fort Crawford, Prairie du Chien,	-	-	-	-	-	-	-	-	-	-	2	-	2														
Fort St. Anthony, St. Peter's,	-	-	-	-	-	-	-	-	-	-	-	-	3	-	-	-	-	-	-	-	-	-	2				
Sault St. Mary,	-	-	-	-	-	-	-	-	-	-	-	-	2	-	-	-	-	-	-	-	-	-	1				
Michilimackinac,	-	-	-	-	-	-	-	-	-	-	-	9	-	-	-	-	-	-	-	-	-	-	1				
Fort Howard, Green bay,	-	-	-	-	-	-	-	-	-	-	1	-	1														
Fort Dearborn, Chicago,	-	-	-	-	-	-	-	-	-	-	-	-	2														
Fort Shelby, Detroit,	-	-	-	-	-	-	-	-	-	-	-	-	2														
	4	5	3	20	9	7	27	180	426	246	134	39	131	11	1	3	38	8	3	24	4	17	47	27	125	237	91

STATEMENT H—Continued.

STATIONS.	SIEGE CARRIAGES.		TRAVELLING CARRIAGES.					HOWITZER CARRIAGES.		Ammunition wagons.	Caissons.	Travelling forges.	EQUIPMENTS.														
	24 pounder.	18 pounder.	12 pounder.	9 pounder.	6 pounder.	4 pounder.	3 pounder.	8 inch.	24 pounder.				Rammers and sponges.	Worms and ladles.	Portfire stocks.	Linstocks.	Gunners' belts.	Gunners' haversacks.	Powd'r horns.	Tube boxes.	Budge barr'ls.	Bricoles.	Drag ropes.	Gins and falls.	Tarpaulins.	Sets of harness for 2 horses.
Fort Sullivan, Eastport, Maine,	-	-	4	-	2	-	-	-	-	-	-	-	10	7	4	4	6	-	-	-	-	13	2	-	-	3
Harbor of Portland, Maine,	-	4	-	-	2	-	-	-	-	-	-	-	53	39	20	30	16	16	43	16	28	14	14	1	2	
Harbor of Portsmouth, New Hampshire,	-	-	11	-	4	-	-	-	-	-	-	-	84	71	27	57	76	4	115	3	29	47	47	2	38	2
Fort Sewall, &c., Marblehead, Massachusetts,	-	14	3	-	5	-	-	-	1	-	1	-	49	10	37	35	21	6	28	29	16	35	35	1	2	2
Harbor of Boston, Massachusetts,	-	-	8	-	6	-	-	-	2	-	-	-	170	30	147	146	83	34	118	41	87	133	10	1	4	3
Harbor of Newport, Rhode Island,	15	2	3	1	6	-	-	2	2	-	1	-	99	6	130	104	44	22	115	33	55	49	-	1	2	2
Harbor of New London, Connecticut,	-	2	4	-	2	-	-	1	-	-	2	-	-	-	65	60	32	-	45	45	2					
Harbor of New York,	-	11	5	9	0	-	-	2	-	-	-	-	577	224	227	314	177	41	424	220	44	505	16	9	10	
West Point, New York,	1	1	2	-	6	-	-	-	1	-	2	1	45	22	13	17	9	14	18	10	2	38	44	1	5	8
Fort Pike, Sackett's]Harbor, New York,	3	6	5	-	2	-	-	-	-	-	2	1	22	15	10	1	16	11	12	8	11	36	36			
Fort Niagara, New York,	-	-	-	-	1	-	-	-	-	-	-	-	30	15	45	48	34	24	11	12	-	23	11			
Harbor of Plattsburg, New York,	3	9	6	-	6	-	-	4	-	1	9	-	140	42	48	44	56	52	-	35	2	-	-	1		
Forts Mifflin and Gaines, Philadelphia,	-	-	-	2	3	-	-	-	-	-	-	-	26	7	16	14	10	7	9	8	14	18	18	1		
Fort McHenry, Baltimore, Maryland,	-	-	6	-	2	-	-	-	-	-	-	-	138	81	45	18	10	4	29	1	14	187	187	1	-	4
Fort Severn, Annapolis, Maryland,	-	-	6	-	2	-	-	-	-	-	-	-	8	5	3	5	-	55	7	4	-	47	47			
Fort Washington, Potomac, Maryland,	-	-	-	-	2	-	-	-	-	-	-	-	50	15	24	14	16	-	4	2						
Harbor of Norfolk, Virginia,	-	2	2	2	7	-	-	1	1	5	-	2	231	62	163	166	137	32	113	191	99	145	35	1	26	
Fort Johnson, Smithville, North Carolina,	-	-	-	-	2	4	-	-	-	-	-	-	26	3	5	18	20	2	13	-	7	16	16	-	-	2
Harbor of Charleston, South Carolina,	-	-	-	-	-	-	1	2	-	-	-	-	63	27	74	91	17	11	12	45	99	-	-	-	6	
Harbor of Savannah, Georgia,	-	-	-	-	-	-	-	-	-	-	-	-	7	14	7	3	-	-	-	-	2					
St. Augustine, Florida,	-	-	-	-	4	-	-	-	3	-	-	-	12	6	6	-	13	32	18	-	18	87	87			
Pensacola and St. Carlos de Barrancas, Florida,	-	-	5	3	3	-	-	-	-	-	-	-	9	18	3	3	2	1	4	-	-	12	12	1		
St. Mark's, Florida,	-	-	-	-	1	-	-	-	2	-	-	-	-	5	16	16	-	-	13							
Mobile Point and Dauphin Island, Alabama,	-	-	-	-	-	-	-	-	-	-	-	-	-	8	31	31	8	33	7	-	15	6	-	-	-	32
Petite Coquille, Louisiana,	-	-	-	-	4	-	-	-	-	-	-	-	2	2	6	8	2	6	2	-	2	7				
Fort St. Philip, Louisiana,	-	-	-	-	-	-	-	1	-	-	-	-	65	60	23	37	13	2	21	4	18	-	-	1		
Fort Claiborne, Natchitoches, Louisiana,	-	-	-	-	-	-	-	-	1	-	-	-	4	2	12	3	1	4	2	-	3	14	14	-	-	4
Fort Smith, Arkansas, Louisiana,	-	-	-	-	2	-	-	-	-	-	-	-	2	2	-	2	2	2	-	2	2	12	4			
Council Bluffs,	-	-	-	-	10	1	-	-	5	-	-	-	73	11	29	23	25	17	12	6	3	87	87	1	17	
Fort Armstrong, Rock Island,	-	-	1	-	3	-	-	-	-	-	-	-	6	4	12	6	4	6	5	1	2	23	23			
Fort Edwards, Illinois,	-	-	-	-	3	-	-	-	-	-	-	-	6	3	6	6	3	3	4	-	3	-	-	-	-	8
Fort Crawford, Prairie du Chien,	-	-	2	-	2	-	-	-	-	-	1	-	6	-	-	3	4	12	4	3	3	36	36			
Fort St. Anthony, St. Peter's,	-	-	-	-	3	-	-	-	2	-	-	-	14	6	10	8	6	4	3	-	-	13	13	-	8	
Sault St. Mary,	-	-	-	-	2	-	-	-	1	-	-	-	4	4	4	4	2	2	4	4	2	4	4	-	3	
Michilimackinac,	-	-	-	-	-	-	-	-	-	-	-	-	45	16	8	4	6	-	-	-	-	28	28			
Fort Howard, Green bay,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5	2										
Fort Dearborn, Chicago,	-	-	-	-	2	-	-	-	-	-	-	-	2	1	2	2	1	1	2							
Fort Shelby, Detroit,	-	-	-	-	2	-	-	-	-	-	-	-	2	2	2	1	2	4								
Total,	22	51	73	17	111	5	1	13	21	6	18	4	1,980	845	1,285	1,348	874	464	1,217	653	512	1,634	826	23	123	84

STATEMENT H—Continued.

STATIONS.	CANNON BALL.									SHELLS.					STRAPPED SHOT.						
	42 pounder.	32 pounder.	24 pounder.	18 pounder.	12 pounder.	9 pounder.	6 pounder.	4 pounder.	3 pounder.	10 inch.	8 inch.	24 pounder.	18 pounder.	12 pounder.	24 pounder.	18 pounder.	12 pounder.	9 pounder.	6 pounder.	4 pounder.	3 pounder.
Fort Sullivan, Eastport, Maine,	-	-	-	200	-	-	-	-	-	-	-	-	-	-	-	-	200	-	96		
Harbor of Portland, Maine,	-	42	1,106	1,186	625	585	-	-	-	-	-	168									
Harbor of Portsmouth, New Hampshire,	-	-	2,198	934	728	584	320	-	-	-	-	200	-	-	32	-	-	-	189		
Fort Sewall, &c., Marblehead, Massachusetts,	60	-	805	1,690	544	-	216														
Harbor of Boston, Massachusetts,	-	3,629	4,476	227	1,782	-	305	-	10	52	8	222	-	1,230							
Harbor of Newport, Rhode Island,	-	3,196	2,727	1,870	928	-	794	-	-	-	309	271	-	-	15	-	-	-	220		
Harbor of New London, Connecticut,	-	-	2,946	3,045	1,434	-	20	-	-	-	-	200	-	-	-	-	186				
Harbor of New York,	2,177	4,999	8,821	15,955	2,875	2,206	2,640	496	-	3,358	3,138	735	-	-	-	-	5				
West Point, New York,	-	-	150	176	100	-	176	-	-	39	-	25	-	-	36	11	-	-	207	42	43
Fort Pike, Sackett's Harbor, New York,	-	14	1,027	1,743	1,327	427	2,427	94	116	333	214	584									
Fort Niagara, New York,	-	-	12	783	59	-	-	-	-	59	-	246	200	-	-	-	39	-	298		
Harbor of Plattsburg, New York,	-	96	9,218	3,359	4,569	-	4,651	64	154	181	686	350	-	-	-	-	520	-	1,215		
Forts Mifflin and Gaines, Philadelphia,	-	876	2,800	667	1,027	1,273	-	-	-	390	172	48									
Fort McHenry, Baltimore, Maryland,	140	550	6,291	7,881	7	411	370	-	-	84	20										
Fort Severn, Annapolis, Maryland,	-	-	283	-	117	100															
Fort Washington, Potomac, Maryland,	-	281	560	735	145	-	244	-	-	9	-	-	-	-	-	-	-	-	84		
Harbor of Norfolk, Virginia,	560	1,117	7,277	4,179	1,650	760	2,986	-	450	300	247	66	-	-	-	-	-	-	4		
Fort Johnson, Smithville, North Carolina,	-	-	690	436	777	-	130	322													
Harbor of Charleston, South Carolina,	-	196	3,778	1,618	56	-	-	-	-	40	100	-	-	-	-	-	-	-	-	-	50
Harbor of Savannah, Georgia,	-	-	300	200	52	-	56	-	-	-	25										
St. Augustine, Florida,	-	-	830	340	-	-	252	-	-	100	-	295	-	-	108	-	-	-	748		
Pensacola and St. Carlos de Barrancas, Florida,	-	492	3,577	204	2,288	5,904	6,971	-	-	667	980	60	-	-	-	-	-	35	82		
St. Mark's, Florida,	-	-	-	180	140	1,100	2,280	140	-	-	28	76	-	-	-	-	-	-	33	30	
Mobile Point and Dauphin Island, Alabama,	-	101	-	-	51	168	1,612	1,911	717	-	78	12	-	-	-	-	-	-	48	162	153
Petite Coquille, Louisiana,	-	-	201	321	10	37	133	-	-	-	-	-	-	-	-	-	-	-	14		
Fort St. Philip, Louisiana,	-	163	3,378	8	382	182	559	-	-	-	61	120									
Fort Claiborne, Natchitoches, Louisiana,	-	-	-	-	-	-	-	921	-	-	-	192	-	-	-	-	-	-	-	-	202
Fort Smith, Arkansas, Louisiana,	-	-	-	-	-	-	188	-	-	-	-	-	-	-	-	-	-	-	186		
Council Bluffs,	-	-	-	-	-	-	2,221	-	168	-	-	205	-	-	-	-	-	-	406		
Fort Armstrong, Rock Island,	-	-	-	-	80	-	200	-	-	-	-	87	-	-	-	-	60	-	247		
Fort Edwards, Illinois,	-	-	-	-	-	-	100	-	-	-	-	-	-	-	-	-	-	-	56		
Fort Crawford, Prairie du Chien,	-	-	-	-	359	-	754	-	-	-	-	47	-	-	-	-	530	-	317		
Fort St. Anthony, St. Peter's,	-	-	-	-	-	-	-	-	-	-	-	105	-	-	-	-	-	-	206		
Sault St. Mary,	-	-	-	-	-	-	300	-	-	-	-	150									
Michilimackinac,	-	-	-	330	453	84	353	-	-	-	-	125	-	-	-	-	438	-	92		
Fort Howard, Green bay,	-	-	-	-	769	-	755														
Fort Dearborn, Chicago,	-	-	-	-	-	-	380	20													
Fort Shelby, Detroit.																					
Total,	2,937	15,752	63,451	48,267	23,334	13,821	32,393	3,968	1,615	5,612	6,066	4,589	200	1,230	191	11	1,798	35	4,748	234	448

STATEMENT H—Continued.

STATIONS.	CASE SHOT.								GRAPE SHOT.									MUSKET BALLS, &c.		
	42 pounder.	32 pounder.	24 pounder.	18 pounder.	12 pounder.	6 pounder.	4 pounder.	3 pounder.	42 pounder.	32 pounder.	24 pounder.	18 pounder.	12 pounder.	6 pounder.	4 pounder.	3 pounder.	lbs. loose grape.	Grenades.	lbs. musket balls.	lbs. buck shot.
Fort Sullivan, Eastport, Maine.																				
Harbor of Portland, Maine,	-	-	-	-	150	173														
Harbor of Portsmouth, New Hampshire,	-	-	280	50	404	275	200	-	-	-	-	-	-	-	-	-	3,899	-	3,956	160
Fort Sewall, &c., Marblehead, Massachusetts,	-	-	176	88	35	6	-	-	-	-	-	-	-	-	-	-	4,416	-	19,000	
Harbor of Boston, Massachusetts,	-	-	-	-	-	-	-	-	22	121	55	-	-	127						
Harbor of Newport, Rhode Island,	-	-	-	-	-	171	-	-	-	-	-	-	-	-	-	-	630			
Harbor of New London, Connecticut,	-	-	64	202	194	60	-	-	-	-	-	-	-	-	-	-	900			
Harbor of New York,	98	187	173	23	139	15	-	-	179	547	546	241	97	187	-	5	18,200	-	149	141
West Point, New York,	-	-	21	-	69	134	3	46	-	-	-	-	-	-	-	-	-	-	70	40
Fort Pike, Sackett's Harbor, New York,	-	-	120	-	-	-	-	-	-	-	-	-	-	-	-	-	377	-	225	
Fort Niagara, New York,	-	-	190	2	-	282	-	-	-	-	-	-	-	-	-	-	1,000	-	56	
Harbor of Plattsburg, New York,	-	23	64	-	12	176	-	-	-	-	-	-	-	-	-	-	9,000	-	4,514	1,322
Forts Mifflin and Gaines, Philadelphia,	-	68	190	151	-	178	-	-	-	-	-	-	-	-	-	-	270			
Fort McHenry, Baltimore, Maryland,	-	19	338	167	-	-	-	-	-	-	-	-	-	-	-	-	-	-	347	
Fort Severn, Annapolis, Maryland.																				
Fort Washington, Potomac, Maryland.																				
Harbor of Norfolk, Virginia,	-	-	-	-	98	4	-	-	-	-	-	-	-	-	-	-	3,880	-	10,000	
Fort Johnson, Smithville, North Carolina,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	600			
Harbor of Charleston, South Carolina,	-	-	476	42	90	12	135	48	-	-	-	-	-	-	-	-	2,364			
Harbor of Savannah, Georgia,	-	-	332	298	-	-	-	-	-	-	-	-	-	-	-	-	600	-	1,300	
St. Augustine, Florida.																				
Pensacola and St. Carlos de Barrancas, Florida,	-	132	-	-	129	342	119	22	-	-	-	-	-	-	-	-	2,760	2,109	1,560	
St. Mark's, Florida,	-	-	40	36	-	777	364	12	-	-	-	-	-	-	-	-	2,235	-	6,544	1,100
Mobile Point and Dauphin Island, Alabama,	-	-	-	-	-	-	-	700	-	-	-	-	-	-	68	28	815	-	7,962	406
Petite Coquille, Louisiana,	-	-	-	-	-	10														
Fort St. Philip, Louisiana,	-	15	160	-	79	130	-	-	-	-	-	-	-	-	-	-	100	23	450	65
Fort Claiborne, Natchitoches, Louisiana,	-	-	-	-	-	-	-	169												
Fort Smith, Arkansas, Louisiana,	-	-	-	-	-	91														
Council Bluffs,	-	-	107	-	-	1,730	-	450	-	-	-	-	-	-	-	-	585	-	1,449	
Fort Armstrong, Rock Island,	-	-	-	-	102	36	-	-	-	-	-	-	-	-	-	-	-	-	250	
Fort Edwards, Illinois,	-	-	-	-	-	48	-	-	-	-	-	-	-	50	-	-	-	-	20	100
Fort Crawford, Prairie du Chien,	-	-	-	-	332	170	-	-	-	-	-	-	-	-	-	-	-	-	294	225
Fort St. Anthony, St. Peter's,	-	-	91	-	-	168	-	-	-	-	-	-	-	-	-	-	-	-	500	65
Sault St. Mary,	-	-	200	-	-	300														
Michilimackinac,	-	-	-	-	243	210	-	-	-	-	-	-	-	-	-	-	-	-	2,366	517
Fort Howard, Green bay,	-	-	-	-	458	20														
Fort Dearborn, Chicago,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,200	-	-	370
Fort Shelby, Detroit.																				
Total,	98	444	3,022	1,059	2,534	5,518	821	1,447	201	668	601	241	97	364	68	33	58,831	2,132	61,012	4,511

STATEMENT H—Continued.

STATIONS.	SMALL ARMS AND ACCOUTREMENTS.																			
	Muskets, complete.	Msk's, damaged, but repairable.	Msk's, British pattern.	Rifles, complete.	Rifles, damaged, but repairable.	Rifles, patent.	Pistols, complete.	Non. com. officers' swords.	Cartouch boxes.	Cartouch boxes & belts.	Bayonet scabbards.	Bayonet belts.	Gun slings.	Screw drivers.	Ball screws.	Worms.	Brushes and wires.	Rifle pouches.	Bullet moulds.	Horsemen's cartouch box. & belts.
Fort Sullivan, Eastport, Maine,	55	55	-	-	-	-	-	8	55	55	55	55								
Harbor of Portland, Maine.																				
Harbor of Portsmouth, New Hampshire,	17	-	1																	
Fort Sewall, &c., Marblehead, Massachusetts.																				
Harbor of Boston, Massachusetts,	11	-	-	-	-	-	-	5												
Harbor of Newport, Rhode Island.																				
Harbor of New London, Connecticut,	64	85	-	-	-	-	-	8	75	75	74	62								
Harbor of New York,	-	394																		
West Point, New York,	259	209	-	-	-	-	-	-	1,021	789	618	692	-	430	25					
Fort Pike, Sackett's Harbor, New York,	-	43	-	3	-	-	-	-	73											
Fort Niagara, New York,	88	24	-	1	-	-	-	-	51	46	22	24								
Harbor of Plattsburg, New York,	-	96	-	-	-	-	5	-	392	525	113	483	-	84	71	71	13	9	-	23
Forts Mifflin and Gaines, Philadelphia.																				
Fort McHenry, Baltimore, Maryland,	-	-	-	-	-	-	-	-	117	124	124	124	-	14	14	14	71			
Fort Severn, Annapolis, Maryland,	65	25	-	-	-	-	-	-	126	162	162	162	54	113	15	338	172			
Fort Washington, Potomac, Maryland,	1	31	-	-	-	-	-	2												
Harbor of Norfolk, Virginia,	10	41																		
Fort Johnson, Smithville, North Carolina,	-	-	25	-	-	-	-	-	88	88	38	38	-	-	5	-	150	-	3	
Harbor of Charleston, South Carolina,	-	48																		
Harbor of Savannah, Georgia,	-	-	-	-	-	-	-	-	-	43	-	-	191							
St. Augustine, Florida,	-	29	-	-	-	-	-	-	-	-	-	-	-	-	-	-	570			
Pensacola and St. Carlos de Barrancas, Florida.																				
St. Mark's, Florida,	186	1,547	-	-	-	-	-	-	382	382	-	620								
Mobile Point and Dauphin Island, Alabama,	-	452																		
Petite Coquille, Louisiana.																				
Fort St. Philip, Louisiana,	45	-	-	-	-	-	2	-	45	-	45	45								
Fort Claiborne, Natchitoches, Louisiana,	138	15	-	-	-	-	-	-	100	100										
Fort Smith, Arkansas, Louisiana,	16	-	-	136	-	2	3	-	24	24	-	-	-	15	4	-	-	61	35	
Council Bluffs,	222	443	-	40	625	1	-	2	429	429	188	313	179	-	-	-	-	-	220	100
Fort Armstrong, Rock Island.																				
Fort Edwards, Illinois,	-	-	-	6	-	-	-	-	-	-	-	-	-	-	-	-	-	5		
Fort Crawford, Prairie du Chien,	-	57	-	133	109	-	-	-	-	-	-	-	-	-	-	47	4			
Fort St. Anthony, St. Peter's,	267	-	-	3	-	-	-	13	23	23	-	-	-	-	-	9	-	6	6	
Sault St. Mary,	280	-	-	-	-	-	-	-	280	280	280	280								
Michilimackinac,	24	196	-	-	-	-	-	-	347	347	337	337	370	99	-	95	400			
Fort Howard, Green bay,	37	99	-	-	-	-	-	-	27	-	-	-	-	45	23	-	191			
Fort Dearborn, Chicago,	55	24	-	3	7															
Fort Shelby, Detroit.																				
Total,	1,840	3,913	26	325	741	3	10	38	3,655	3,492	2,056	3,235	794	800	157	574	1,571	81	264	123

STATEMENT H—Continued.

STATIONS.	FLINTS.	GUNPOWDER, NITRE, AND SULPHUR.							CANNON CARTRIDGES, EMPTY.								
	Musket flints.	Cannon powder.	Musket powder.	Rifle powder.	Pounds nitre, refined.	Pounds nitre, crude.	Pounds sulphur.	Pounds brimstone.	42 pounder.	32 pounder.	24 pounder.	18 pounder.	12 pounder.	9 pounder.	6 pounder.	4 pounder.	3 pounder.
Fort Sullivan, Eastport, Maine,	450	1,598	96	-	-	-	-	-	-	-	-	186	178	-	76		
Harbor of Portland, Maine,	8,100	379	220	-	18	-	-	-	-	-	1,300	189	500	-	237		
Harbor of Portsmouth, New Hampshire,	3,063	6,186	280	-	-	-	-	-	-	-	200						
Fort Sewall, &c., Marblehead, Massachusetts,	50	1,550	660	-	-	-	-	-	-	-	200	67	38	-	79		
Harbor of Boston, Massachusetts,	500	32	230	-	-	-	-	-	-	-	-	-	-	-	1,000		
Harbor of Newport, Rhode Island,	950	1,080	550	-	100	-	138	-	-	150	190	100	100	-	360		
Harbor of New London, Connecticut,	206	680	100														
Harbor of New York,	5,803	41,165	-	43	56	-	-	-	430	630	402	2,233	779				
West Point, New York,	300	176,453	100	-	-	-	200	50	-	-	212	58	100	-	400		
Fort Pike, Sackett's Harbor, New York,	4,610	900	-	-	-	-	-	-	-	-	976	477	50				
Fort Niagara, New York,	930	327	-	-	10	-	18	-	-	-	-	55	150	-	300		
Harbor of Plattsburg, New York,	48,300	222	200	-	-	-	-	-	-	-	-	66	31	64	-	8,280	
Forts Mifflin and Gaines, Philadelphia,	-	178	-	-	6	-	80	-	-	25							
Fort McHenry, Baltimore, Maryland,	1,000	1,875															
Fort Severn, Annapolis, Maryland,	808	-	-	-	-	-	-	-	-	-	113	-	-	-	87		
Fort Washington, Potomac, Maryland,	1,100	3,800	-	40	-	-	-	-	-	600	-	-	-	-	400		
Harbor of Norfolk, Virginia,	3,900	18,431	-	-	-	-	-	-	-	-	337						
Fort Johnson, Smithville, North Carolina,	2,260	3,200	200	-	30	-	12										
Harbor of Charleston, South Carolina,	-	800	-	-	-	-	-	-	-	-	226	-	270	-	390		
Harbor of Savannah, Georgia.																	
St. Augustine, Florida,	9,480	600	1,100		-	-	-	-	-	-	-	480	-	-	800		
Pensacola and St. Carlos de Barrancas, Florida,	46,323	1,800															
St. Mark's, Florida,	4,900	1,232	2,074	-	-	-	-	-	-	-	-	123	-	-	22		
Mobile Point and Dauphin Island, Alabama,	-	7,629	1,524	500	-	-	-	-	-	-	103	-	12	153	275	275	132
Petite Coquille, Louisiana,	-	600															
Fort St. Philip, Louisiana,	-	3,725	15,840	100													
Fort Claiborne, Natchitoches, Louisiana,	6,850	1,238	800														
Fort Smith, Arkansas, Louisiana,	978	124	357	312													
Council Bluffs,	7,720	1,679	4,826														
Fort Armstrong, Rock Island,	-	-	295	477	-	-	-	-	-	-	-	-	6	-	38		
Fort Edwards, Illinois,	-	550	-	112													
Fort Crawford, Prairie du Chien,	1,030	1,770	501	1,354													
Fort St. Anthony, St. Peter's,	2,370	457	-	533	-	-	31										
Sault St. Mary,	5,000	1,000	300	-	-	-	-	-	-	-	-	-	-	-	400		
Michilimackinac,	2,230	3,875	986	347	10	-	14	-	-	-	-	240	200	-	200		
Fort Howard, Green bay,	7,500	-	1,814	84	-	-	-	-	-	-	-	-	458	-	399		
Fort Dearborn, Chicago,	1,230	1,510	-	98	-	-	-	-	-	-	-	-	-	-	291		
Fort Shelby, Detroit,	610																
Total,	178,551	286,645	33,053	4,000	230	-	493	50	430	1,405	4,259	4,274	2,772	217	5,754	8,555	132

STATEMENT H—Continued.

STATIONS.	CANNON CARTRIDGES, FILLED.								Musket cartridges.	Rifle cartridges.	Tubes.	Fuzees.	Portfires.	Lbs. slow match.	Cartridge paper, reams.	Pounds pig lead.	BRASS CANNON, UNSERVICEABLE.					
	42 pounder.	32 pounder.	24 pounder.	18 pounder.	12 pounder.	9 pounder.	6 pounder.	4 pounder.									24 pounder.	12 pounder.	9 pounder.	6 pounder.	4 pounder.	3 pounder.
Fort Sullivan, Eastport, Maine,	-	-	-	-	-	-	-	-	-	-	-	-	44	8								
Harbor of Portland, Maine,	-	-	-	-	-	-	-	-	4,300	-	1,103	-	146	128	-	90						
Harbor of Portsmouth, New Hampshire,	-	-	-	-	-	-	-	-	72,800	-	-	200	-	136	-	2,128						
Fort Sewall, &c., Marblehead, Massachusetts,	-	-	-	-	-	-	-	-	500	-	900	250	95	90	-	-	-	-	1			
Harbor of Boston, Massachusetts,	-	-	-	-	-	-	-	-	14,440	-	889	894	198	67	4							
Harbor of Newport, Rhode Island,	-	-	-	-	-	-	-	-	5,740	-	1,552	-	183	100	1							
Harbor of New London, Connecticut,	-	-	-	-	-	-	-	-	-	-	1,442	150	-	162								
Harbor of New York,	16	1,270	643	214	100	-	-	-	82,319	-	6,761	1,707	2,194	1,856	98							
West Point, New York,	-	-	-	-	-	-	-	-	4,480	-	300	3,976	50	240	5	-	-	1	-	-	1	
Fort Pike, Sackett's Harbor, New York,	-	-	165	40	-	-	-	-	-	-	-	68	-	6								
Fort Niagara, New York,	-	-	-	-	112	-	1	-	3,400	-	203	149	190	106	2							
Harbor of Plattsburg, New York,	-	-	1,155	755	361	42	66	288	79,014	-	2,440	6,182	990	1,070	-	760						
Forts Mifflin and Gaines, Philadelphia,	-	19	6	-	-	-	-	-	156	-	176	-	14	-	-	3,522						
Fort McHenry, Baltimore, Maryland,	-	-	-	-	-	-	-	-	9,700	-	570	-	27									
Fort Severn, Annapolis, Maryland,	-	38	-	-	117	-	100	-	610	-	285	-	48	53	1							
Fort Washington, Potomac, Maryland,	-	-	-	-	64	-	-	-	4,570	-	540	-	38	255	-	-	-	-	-	1		
Harbor of Norfolk, Virginia,	-	-	-	-	-	-	-	-	10,000	-	500	3,718	338	61	16	-	-	-	-	-	-	1
Fort Johnson, Smithville, North Carolina,	-	-	-	-	-	-	-	-	14,040	-	-	-	22	-	4							
Harbor of Charleston, South Carolina,	-	-	48	-	-	-	-	-	50	-	200	975	474	200	1	-	2					
Harbor of Savannah, Georgia,	-	-	-	-	-	-	-	-	12,000	-	-	-	-	-	-	10						
St. Augustine, Florida,	-	-	-	-	-	-	-	-	31,000	-	260	160	800	146	3							
Pensacola and St. Carlos de Barrancas, Florida,	-	-	-	-	-	-	-	-	60,640	-	4,900	-	983	282								
St. Mark's, Florida,	-	-	-	39	-	-	-	-	34,936	-	-	237	155	68		1,298	-	-	-	1		
Mobile Point and Dauphin Island, Alabama,	-	-	-	-	-	-	100	-	148,288	-	-	-	194	88	17	1,706	-	-	-	-	1	1
Petite Coquille, Louisiana,	-	-	-	-	-	-	-	-	-	-	-	-	-	22	1							
Fort St. Philip, Louisiana,	-	17	58	-	10	-	12	-	2,920	-	-	-	90	-	9							
Fort Claiborne, Natchitoches, Louisiana,	-	-	-	-	-	-	-	-	52,700	-	-	-	-	-	-	650						
Fort Smith, Arkansas, Louisiana,	-	-	-	-	-	-	-	-	20,444	2,580	-	-	-	-	-	908						
Council Bluffs,	-	-	-	-	-	-	458	-	89,400	-	-	420	290	22	6	22,560						
Fort Armstrong, Rock Island,	-	-	-	-	-	-	-	-	2,340	-	-	100	80	47	1	1,572						
Fort Edwards, Illinois,	-	-	-	-	-	-	-	-	6,600	-	-	83	100	50	1	114						
Fort Crawford, Prairie du Chien,	-	-	-	-	-	-	-	-	2,870	-	-	-	79	175	5	4,444						
Fort St. Anthony, St. Peter's,	-	-	-	-	-	-	256	-	51,490	-	48	-	-	200	1	1,135						
Sault St. Mary,	-	-	350	-	-	-	-	-	100,000	-	1,000	200	150	100								
Michilimackinac,	-	-	-	18	-	-	-	-	13,300	-	3,520	962	51	15	2	772	-	2	1	2	1	
Fort Howard, Green bay,	-	-	-	-	-	-	-	-	5,650	-	-	-	-	-	5	1,332	-	-	-	1		
Fort Dearborn, Chicago,	-	-	-	-	-	-	17	-	16,720	-	-	-	17	-	-	830						
Fort Shelby, Detroit,	-	-	-	-	-	-	-	-	176													
Total,	16	1,344	2,425	866	764	42	1,010	288	957,613	2,580	27,589	20,431	8,040	5,753	183	43,831	2	3	2	5	3	2

STATEMENT H—Continued.

STATIONS.	IRON CANNON UNSERVICEABLE.								BRASS HOWITZERS UNSERVICEABLE.		SEACOAST AND GARRISON CARRIAGES UNSERVICEABLE.			SIEGE CARRIAGES UNSERVICEABLE.	TRAVELLING CARRIAGES UNSERVICEABLE.				
	32 pn'der.	24 pn'der.	18 pn'der.	12 pn'der.	9 pn'der.	6 pn'der.	4 pn'der.	3 pn'der.	8 inch.	24 pn'der.	32 pn'der.	24 pn'der.	18 pn'der.	18 pn'der.	12 pn'der.	9 pn'der.	6 pn'der.	4 pn'der.	3 pn'der.
Fort Sullivan, Eastport, Maine.																			
Harbor of Portland, Maine,	-	-	-	-	-	-	-	-	-	-	-	24	4	-	5	-	4		
Harbor of Portsmouth, New Hampshire.																			
Fort Sewall, &c., Marblehead, Massachusetts.																			
Harbor of Boston, Massachusetts,	-	-	-	-	-	1	-	-	-	-	14	-	-	-	2				
Harbor of Newport, Rhode Island.																			
Harbor of New London, Connecticut.																			
Harbor of New York.																			
West Point, New York,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2	-	2	4	
Fort Pike, Sackett's Harbor, New York,	-	-	-	1	-	-	-	-	-	-	-	-	-	-	-	-	1		
Fort Niagara, New York.																			
Harbor of Plattsburg, New York.																			
Forts Mifflin and Gaines, Philadelphia,	1	-	-	-	-	-	-	-	-	-	20	13							
Fort McHenry, Baltimore, Maryland.																			
Fort Severn, Annapolis, Maryland.																			
Fort Washington, Potomac, Maryland,	-	-	-	-	-	1	-	-	-	-	-	-	-	-	-	-	2		
Harbor of Norfolk, Virginia,	2	17	4	2	9	2	-	-	1	-	-	1	-	-	-	3			
Fort Johnson, Smithville, North Carolina,	-	5	-	2															
Harbor of Charleston, South Carolina,	-	-	-	-	-	-	-	-	-	-	2	21							
Harbor of Savannah, Georgia.																			
St. Augustine, Florida,	-	9	8	3	-	-	-	-	-	-	-	9	8	-	3				
Pensacola, and St. Carlos de Barrancas, Florida,	-	12	-	1	4	2	19	-	-	-	-	5	-	-	-	-	1	4	
St. Mark's, Florida,	-	-	-	1	-	10	3	1											
Mobile Point and Dauphin Island, Alabama,	-	-	-	-	2	3	13	-	-	-	-	-	-	-	-	-	-	-	1
Petite Coquille, Louisiana.																			
Fort St. Philip, Louisiana,	-	5	-	1	-	-	-	-	-	-	-	7							
Fort Claiborne, Natchitoches, Louisiana.																			
Fort Smith, Arkansas, Louisiana.																			
Council Bluffs,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1		
Sault St. Mary.																			
Michilimackinac,	-	-	2	3	1	2	-	1	-	2	-	-	-	2	3	1	2	-	1
Fort Howard, Green bay,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1			
Fort Dearborn, Chicago.																			
Fort Shelby, Detroit.																			
Total,	3	48	14	14	16	21	35	2	1	2	36	80	12	2	16	5	13	8	2

ORDNANCE DEPARTMENT, *November* 30, 1822.

GEORGE BOMFORD, *Lt. Col. on ordnance duty.*

I.

Statement of the number of cannon, arms, equipments, and munitions of war, of every kind, now on hand at each of the several arsenals, armories, and depots of the United States; taken from the latest returns on file in this Department.

STATIONS.	BRASS CANNON.							IRON CANNON.									MORTARS.			MORTAR BEDS.			HOWITZERS.		SEACOAST AND GARRISON CARRIAGES.				SIEGE CARRIAGES.		TRAVELLING CARRIAGES.				
	24 pounder.	18 pounder.	12 pounder.	9 pounder.	6 pounder.	4 pounder.	3 pounder.	42 pounder.	32 pounder.	24 pounder.	18 pounder.	12 pounder.	9 pounder.	6 pounder.	4 pounder.	3 pounder.	Eprouvettes.	10 inch seacoast.	10 inch siege.	8 inch.	10 inch seacoast.	10 inch siege.	8 inch.	8 inch.	24 pounder.	42 pounder.	32 pounder.	24 pounder.	18 pounder.	24 pounder.	18 pounder.	12 pounder.	9 pounder.	6 pounder.	4 pounder.	3 pounder.
Arsenal, Watertown, Mass.	-	-	8	2	2	-	-	-	-	5	6	4	-	4	-	-	-	1	8	-	1	7	-	4	1	-	-	-	-	5	4	14	-	5		
Watervliet, N. Y.	-	-	8	-	12	4	-	-	-	29	57	2	-	11	4	-	1	-	2	1	-	-	-	-	5	-	-	-	-	2	22	11	-	22		
Rome, N. Y.	-	-	-	-	-	-	-	-	-	1	11	15	-	-	-	-	1	-	1	-	-	-	-	-	-	-	-	-	-	-	-	2				
New York city,	1	-	2	-	3	1	-	1	45	-	34	18	-	9	-	-	1	1	15	-	1	6	-	2	2	4	51	2	-	-	19	19	-	4		
Frankford, Pa.	-	-	-	-	6	-	-	-	-	6	5	6	-	-	-	-	3	-	-	-	-	-	-	-	4	-	-	-	-	6	5	8	-	8		
Philadelphia,	-	-	-	-	-	-	-	-	11	4	13	66	-	-	-	-	-	-	-	-	-	-	-	2	3	-	-	-	-	-	-	-	-	-		
Near Baltimore, Md.	-	-	-	-	-	-	-	-	-	7	24	14	-	2	-	-	1	1	4	-	-	-	-	6	4	-	-	-	-	-	-	-	-	2		
Pittsburg, Pa.	-	-	-	-	-	-	-	-	-	20	52	50	-	-	-	-	1	-	-	-	-	-	-	-	12	-	-	-	-	-	3	2	-	1		
Newport, Ky.	-	-	-	-	3	-	-	-	-	-	-	-	-	2	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-	-		
Greenleaf's Point,	8	1	6	-	52	-	1	-	-	78	59	24	-	108	-	-	9	17	34	-	5	30	-	1	100	-	-	3	-	-	1	5	-	6		
Near Richmond, Va.	-	-	-	-	-	-	-	-	-	97	16	22	-	184	-	-	-	-	-	-	-	-	-	-	91	-	-	-	-	-	-	-	-	2		
Charleston, S. C.	-	-	-	2	-	-	1	-	6	19	13	4	19	-	-	2	1	-	5	-	-	5	-	4	3	-	4	-	6	9	4	4	9				
Depot, Savannah, Geo.	-	-	-	-	-	-	-	-	-	8	7	-	-	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6	-	2		
Arsenal, Augusta, Geo.,	-	-	-	-	2	-	1	-	-	-	-	-	-	-	-	-	1																			
New Orleans,	-	-	3	4	9	6	3	-	-	5	12	12	2	9	9	1	-	-	-	-	-	-	-	1	7	-	-	-	-	-	5	7	-	4	-	1
Baton Rouge.																																				
Belle Fontaine,	-	-	-	-	-	-	-	-	-	-	2	-	-	8	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2	-	-	4		
Detroit,	-	-	-	-	-	1	-	-	-	1	5	7	-	16	3	2	-	-	-	-	-	-	-	-	6										
Armory, Springfield, Mass.	-	-	-	-	-	1	1	-	-	-	2	2	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-	1	-	1
Harper's Ferry, Va.																																				
Barracks, Carlisle, Pa.																																				
	9	1	27	8	89	13	7	1	62	280	318	246	21	355	16	5	19	20	69	1	7	48	-	20	240	4	55	5	6	22	65	78	9	61	-	2
Number in fortifications, -	4	-	5	3	20	9	7	27	160	426	246	134	39	131	11	-	1	3	38	8	3	24	4	17	47	27	125	237	91	22	51	73	17	111	5	1
Total, -	13	1	32	11	109	22	14	28	242	706	564	380	60	486	27	5	20	23	107	9	10	72	4	37	287	31	180	242	97	44	116	151	26	172	5	3

STATEMENT I—Continued.

STATIONS.	HOWITZER CARRIAGES.						EQUIPMENTS.														CANNON BALL.				
	8 inch.	24 pounder.	Tumbril carts.	Ammunition wagons.	Caissons.	Travelling forges.	Rammers and sponges.	Worms and ladles.	Portfire stocks.	Linstocks.	Gunners' belts.	Gunners' haversacks.	Powder horns.	Tube boxes.	Budge barrels.	Bricoles.	Drag ropes.	Gins and falls.	Tarpaulins.	Sets of harness for two horses.	42 pounder.	32 pounder.	24 pounder.	18 pounder.	12 pounder.
Arsenal, Watertown, Mass.	-	-	-	-	14	-	134	35	97	95	49	9	70	44	-	352	42	1	-	75	-	181	3,009	879	2,341
Watervliet, N. Y.	-	-	-	26	31	3	218	127	170	165	339	49	9	216	2	77	77	2	11	100	-	1	1,227	1,672	628
Rome, New York,	-	-	-	-	-	-	72	4	273	183	3	23	3	1	-	79	79	2	-	-	-	-	294	385	650
New York city, -	2	1	1	7	28	10	592	338	296	275	143	79	247	157	46	276	276	8	-	477	947	4,374	2,831	2,840	514
Frankford, Penn. -	-	4	-	-	19	1	317	387	33	103	140	104	197	25	6	8	8	3	9	-	-	-	389	603	910
Philadelphia, -	-	-	-	-	-	-	205	93	4	-	196	91	20	205	24	44	44	1	1	-	-	397	398	-	176
Near Baltimore, Md.	-	-	-	-	-	-	56	-	125	202	10	36	-	43	13	47	-	1	-	26	-	-	250		
Pittsburg, Penn. -	-	3	-	1	1	-	87	92	141	134	21	31	-	21	-	101	23	-	-	24	-	650	685	506	3,236
Newport, Ken. -	-	-	-	-	-	-	1	1	-	2	-	-	-	-	-	-	-	-	-	-	-	1	-	-	61
Greenleaf's Point, -	-	-	-	-	18	-	51	21	107	9	47	4	12	41	10	8	8	-	-	3	5	74	672	2,143	1,604
Near Richmond, Va.	-	-	-	-	-	-	127	27	71	7	160	8	16	21	31	16	-	2	6	-	-	-	-	-	2,564
Charleston, S. C. -	3	2	-	-	-	-	62	-	81	81	10	-	-	-	36	-	56	2	26	-	-	2,011	3,302	5,849	1,193
Depot, Savannah, Georgia,	-	-	-	-	-	-	17	13	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,544	628	156
Arsenal, Augusta, Georgia, -	-	-	-	-	-	-	4	-	2	5	4	4	4	-	-	33	33								
New Orleans, -	-	6	-	-	4	-	152	41	81	33	27	17	-	-	38	121	-	-	14	110	-	369	4,770	1,111	12,780
Baton Rouge, -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	2,106
Belle Fontaine, -	-	1	-	-	2	-	28	25	7	8	10	22	-	12	-	136	136	1	-	6	-	-	-	1,752	1,258
Detroit, -	-	1	-	-	-	-	100	63	29	49	48	24	205	-	1	7	7	-	-	6	-	185	1,279	1,993	1,372
Armory, Springfield, Mass.	-	1	2	1	-	-	4	3	13	13	11	-	-	13	1	-	2	1	3						
Harper's Ferry, Va.																									
Barracks, Carlisle, Penn.																									
	5	19	3	35	117	14	2,227	1,270	1,530	1,364	1,218	501	783	799	208	1,305	791	24	70	827	952	8,243	20,651	20,362	31,549
Number in fortifications, -	13	21	-	6	18	4	1,980	845	1,985	1,348	874	464	1,217	653	512	1,634	826	23	123	84	2,937	15,752	63,451	48,267	23,334
Total, -	18	40	3	41	135	18	4,207	2,115	2,815	2,712	2,092	965	2,000	1,452	720	2,939	1,617	47	193	911	3,889	23,995	84,102	68,629	54,883

STATEMENT I—Continued.

STATIONS.	CANNON BALL.				SHELLS.							CARCASES.					STRAPPED SHOT.						
	9 pounder.	6 pounder.	4 pounder.	3 pounder.	10 inch.	8 inch.	24 pounder.	18 pounder.	12 pounder.	9 pounder.	6 pounder.	10 inch.	8 inch.	24 pounder.	12 pounder.	6 pounder.	24 pounder.	18 pounder.	12 pounder.	9 pounder.	6 pounder.	4 pounder.	3 pounder.
Arsenal, Watertown, Mass.	352	21,008	1,056	388	1,205	97	1,948	-	684	526	3,394	-	-	307	-	-	-	-	840	-	240		
Watervliet, N. Y. -	-	12,928	1	2	794	44	3,766	-	-	-	-	7	15	5	-	-	-	-	-	145	895	34	26
Rome, New York, -	-	345	-	-	641	861	6,818	1,638	2,258	-	4,378	280	201	17	242	195	-	-	988	-	1,302	-	81
New York city, -	-	2,210	-	-	31	11	-	-	-	-	-	-	-	35	-	-	-	-	1,342	-	2,016		
Frankford, Penn. -	100	5,239	-	-	260	-	64	-	-	-	-	-	-	-	-	-	-	-	-	-	468		
Philadelphia, -	611	-	19,960	7,374	8,175	3,068	958	-	-	-	-	-	-	-	-	-	-	-	964	38	170	434	403
Near Baltimore, Md.	-	2,321	-	-	1,311	272	5,159	-	-	-	-	-	-	-	-	-	-	-	192	-	551		
Pittsburg, Penn. -	289	2,214	183	256																			
Newport, Ken. -	-	238	36	-	-	-	-	-	-	-	-	-	-	3									
Greenleaf's Point, -	-	4,266	213	11	176	-	10	-	-	-	-	-	-	-	-	-	-	-	518	-	1,164		
Near Richmond, Va.	-	13,049	108	-	640	-	-	-	-	-	-	-	-	-	-	-	-	-	84				
Charleston, S. C. -	845	1,810	16	-	1,204	395	50																
Depot, Savannah, Geo. -	-	160	-	-	26																		
Arsenal, Augusta, Geo. -	-	17	-	243	-	-	13																
New Orleans, -	7,650	3,899	4,311	-	-	791	293	-	-	-	-	-	-	-	-	-	-	-	48	266	992	464	94
Baton Rouge, -	279	30	4	-	-	-	110																
Belle Fontaine, -	3,248	9	-	-	-	-	627	-	-	-	-	-	-	-	-	-	-	-	483	-	900	-	18
Detroit, -	240	3,275	1,450	412	-	-	163	-	-	-	-	-	-	-	-	-	-	-	-	-	9		
Armory, Springfield, Mass.	-	2,719	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	244	90	1,924	345
Harper's Ferry, Va.																							
Barracks, Carlisle, Penn.																							
	13,614	75,737	27,338	8,686	14,463	5,539	19,979	1,638	2,942	526	7,772	287	216	367	242	195	-	-	5,459	693	8,797	2,856	967
Number in fortifications, -	13,821	32,393	3,968	1,615	5,612	6,066	4,589	200	1,230	-	-	-	-	-	-	-	191	11	1,978	35	4,748	234	448
Total, -	27,435	108,130	31,306	10,301	20,075	11,605	24,568	1,838	4,172	526	7,772	287	216	367	242	195	191	11	7,437	728	13,545	3,090	1,415

STATEMENT I—Continued.

STATIONS.	CASE SHOT.									GRAPE SHOT.										Grenades.	Musket balls, lbs.	Buck shot, pounds.
	42 pounder.	32 pounder.	24 pounder.	18 pounder.	12 pounder.	9 pounder.	6 pounder.	4 pounder.	3 pounder.	42 pounder.	32 pounder.	24 pounder.	18 pounder.	12 pounder.	9 pounder.	6 pounder.	4 pounder.	3 pounder.	Pounds loose grape.			
Arsenal, Watertown, Mass.	-	-	-	-	840	-	240	-	-	-	-	-	-	-	-	-	-	-	157,351	-	11,043	1,178
Watervliet, N. Y.	-	-	-	-	264	698	-	-	18	-	-	-	-	-	-	-	-	-	6,724	-	14,316	2,601
Rome, New York,	-	-	236	125	1,430	-	1,845	-	100	-	-	-	-	-	-	-	-	-	4,480	-	25,433	6,099
New York city,	38	-	614	458	1,012	134	1,465	-	-	-	-	-	-	-	-	-	-	-	5,500	-	28,491	3,441
Frankford, Penn.	-	-	-	-	-	-	93	162	-	-	-	-	-	-	-	-	-	-	2,882	-	8,674	
Philadelphia,	-	-	966	317	1,902	98	1,273	1,264	161	-	-	-	-	-	-	-	-	-	34,043	237	24,072	8,640
Near Baltimore, Md.	-	-	-	-	181	-	407	66	20	532	141	401	10	2,427	-	5,491	494	39	11,225	-	963	
Pittsburg, Penn.	-	-	-	-	-	-	-	-	-	-	103	300	1,026	980	-	-	-	-	331	-	-	1,806
Newport, Ken.	-	-	4	-	-	-	31	-	-	-	-	-	-	-	-	37	-	-	800	-	1,036	804
Greenleaf's Point,	-	-	2	216	334	-	736	-	12	-	-	-	-	-	-	-	-	-	25,025	-	864	
Near Richmond, Va.	-	-	-	-	31	-	15	4	475	-	-	-	-	-	-	-	-	-	-	-	22,224	660
Charleston, S. C.	-	-	8	46	-	-	100	-	143	-	-	-	-	-	-	-	-	-	2,722	-	500	
Depot, Savannah, Geo.																						
Arsenal, Augusta, Geo.	-	-	-	-	-	-	108	-	-	-	-	-	-	-	-	-	-	-	578	-	2,666	
New Orleans,	-	37	10	96	153	119	627	65	-	-	488	696	-	603	922	307	28	-	4,953	-	3,487	1,359
Baton Rouge.																						
Belle Fontaine,	-	-	-	-	564	-	728	-	48	-	-	-	600	-	-	84	151	-	4,637	-	2,857	5,543
Detroit,	-	-	-	-	342	-	19	1	-	-	-	-	-	-	-	-	-	-	4,852	-	13,650	4,780
Armory, Springfield, Mass.	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	29,918	-	175	551
Harper's Ferry, Va.																						
Barracks, Carlisle, Penn.																						
	38	37	1,840	1,258	7,053	1,049	7,687	1,562	977	532	732	1,397	1,636	4,010	922	5,919	673	39	295,021	237	160,451	37,462
Number in fortifications,	98	444	3,022	1,059	2,534	-	5,518	821	1,447	201	668	601	241	97	-	364	68	33	53,831	2,132	61,012	4,511
Total,	136	481	4,862	2,317	9,587	1,049	13,205	2,383	2,424	733	1,400	1,998	1,877	4,107	922	6,283	741	72	348,852	2,369	221,463	41,973

STATEMENT I—Continued.

STATIONS.	SMALL ARMS AND ACCOUTREMENTS.																		
	Muskets, complete.	Muskets damaged, but repairable.	Muskets, British pattern.	Rifles, complete.	Rifles damaged, but repairable.	Rifles, patent.	Pistols, complete.	Officers' swords.	Non-commissioned officers' swords.	Cavalry sabres.	Sword belts.	Cartouch boxes.	Cartouch box belts.	Bayonet scabbards.	Bayonet belts.	Gun slings.	Screw drivers.	Ball screws.	Worms.
Arsenal, Watertown, Mass.	13,436	90	79	1,002	-	-	2,011	-	535	1,000	1,009	538	1,147	803	1,487	1,007	139	-	424
Watervliet, N. Y. -	39,094	3,134	340	1,885	-	-	11,438	481	1,483	7,894	567	10,208	7,524	5,694	6,663	4,570	3,337	-	1,266
Rome, N. Y. -	6,252	388	-	-	-	-	440	-	-	-	298	1,375	1,942	1,537	1,846	1,888	1,398	240	
New York city, -	690	3	-	99	-	1	198	-	154	64	658	1,157	1,689	1,118	1,309	2,708	668	33	172
Frankford, Penn. -	6,482	-	-	1,681	-	-	1	-	113	235	503	2,436	2,513	2,418	2,441	-	374	11	491
Philadelphia, -	18,248	67	-	1,239	-	-	1,954	21	500	1,473	202	370	2,182	2,149	2,406	960	4,184	9,552	49,600
Near Baltimore, Md.	4,743	-	1,250	155	35	-	6	-	140	-	648	492	621	788	496	695	225	84	151
Pittsburg, Penn. -	19,183	942	-	3,924	533	-	10,652	-	2,354	10,550	350	176	-	125	180	-	9,317		
Newport, Ken. -	2,637	-	-	-	46	-	-	-	38	-	73	3,913	1,347	2,388	792	1,928	920	4,539	
Greenleaf's Point, -	6,209	1,345	-	247	195	-	2,986	54	808	1,430	491	2,417	5,155	2,764	6,026	-	17		
Near Richmond, Va.	8,242	503	-	1,000	15	-	2,000	-	500	1,000	-	3,300	1,638	3,007	2,300	170			
Charleston, S. C. -	1,737	1,765	-	2	-	-	-	-	8	11	-	2,253	1,636	1,293	1,111	750	120		
Depot, Savannah, Geo. -	5	-	-	-	-	-	-	-	-	-	-	162	162	-	-	257			
Arsenal, Augusta, Geo. -	15,198	3,997	755	1,000	45	-	2,171	-	500	1,387	-	3,000	3,975	2,000	4,000	755	5,000	1,000	1,000
New Orleans, -	10,035	2,078	196	1	-	-	-	-	71	5	80	2,535	1,788	5,322	2,218	1,555	-	55	
Baton Rouge, -	228	144	-	-	-	-	-	-	-	-	-	-	-	-	-	228	36	36	
Belle Fontaine, -	920	182	-	101	103	94	-	-	-	12	-	530	457	526	620	617	56	4	9
Detroit, -	2,965	398	-	4	3	-	2	-	1	-	-	3,340	3,340	3,127	3,127	1,980	990	1,231	
Armory, Springfield, Mass.	66,176	-	80	-	-	-	1,000	-	-	-	-	276	274	71	77	343	67,202	-	8,015
Harper's Ferry, Va.	46,411	-	3	8,254	-	-	-	-	1	1	-	-	-	-	-	-	485		
Barracks, Carlisle, Penn.																			
	268,890	15,036	2,703	20,594	975	95	34,859	556	7,206	25,062	4,879	38,478	37,390	35,130	37,099	20,511	94,468	16,785	61,128
Number in fortifications, -	1,840	3,913	26	325	741	3	10	-	38	-	-	3,655	3,492	2,056	3,235	794	800	157	574
Total, -	270,730	18,949	2,729	20,919	1,716	98	34,869	556	7,244	25,062	4,879	42,133	40,882	37,186	40,334	21,305	95,268	16,942	61,702

STATEMENT I—Continued.

STATIONS.	SMALL ARMS AND ACCOUTREMENTS.				FLINTS.			GUNPOWDER, NITRE, AND SULPHUR.								CANNON CARTRIDGES, EMPTY.	
	Brushes and wire.	Rifle pouches.	Bullet moulds.	Horsemen's cartouch boxes and belts.	Musket.	Pistol.	Rifle.	Cannon powder.	Musket powder.	Rifle powder.	Powder, damaged.	Nitre, refined.	Nitre, crude.	Sulphur.	Brimstone.	42 pounder.	32 pounder.
								Pounds.	*Pounds.*	*Pounds.*	*Pounds.*	*Pounds.*	*Pounds.*	*Pounds.*	*Pounds.*		
Arsenal, Watertown, Mass.,	160	-	-	-	203,900	-	-	22,850	6,280	-	10,700	104	229,296	57,195	-	-	9
Watervliet, N. Y.,	109	24	12	58	463,960	-	-	81,791	35,280	2,950	3,717	450	-	112			
Rome, N. Y., -	122	85	92	129	187,490	-	-	18,879	2,130	25	6,600						
New York city, -	380	-	-	-	840,130	-	-	11,379	-	668	-	95	-	74	-	892	8,445
Frankford, Pa., -	400	1	16	-	785,735	226,390	520,914	164,135	85,900	6,050	-	480	-	172	-	-	135
Philadelphia, -	6,713	-	-	3	-	126,750	126,750	9,000	3,000	-	-	-	335,703	-	163,503		
Near Baltimore, Md.	2,120	-	-	-	500,620	-	-	35,502	12,073	-	-	8,001	-	1,450		200	16
Pittsburg, Pa., -	-	640	1,869	-	577,750	-	-	67,680	-	-	-	2,614					
Newport, Ky., -	1,348	-	58	-	1,592	-	-	32,637	12,129	6,098	604						
Greenleaf's Point, -	-	1	5	-	213,250	-	-	33,047	6,421	757	-	752	-	218	-	-	1,119
Near Richmond, Va.,	2,700	1	6	-	169,100	-	-	89,089	48,700	1,750	-	710	423	423	-	-	132
Charleston, S. C., -	-	-	-	-	1,700	-	-	21,996	3,190	2,765	11,653						
Depot, Savannah, Geo., -	-	-	-	-	-	-	-	-	200								
Arsenal, Augusta, Geo., -	3,000	-	5	-	327,520	-	-	37,495	-	-	-	2,071	-	223			
New Orleans, -	-	241	7	-	32,100	-	-	6,300	43,700	350	8,600	170	-	350			
Baton Rouge, -	228	-	-	-	450												
Belle Fontaine, -	-	34	126	-	-	-	-	10,613	5,409	548	-	151	-	-	10		
Detroit, - -	920	54	292	-	22,630	-	-	10,879	2,687	4,336	-	-	-	-	-	-	532
Armory, Springfield, Mass.,	-	-	-	-	170,880	63,830	21,800	51,320	52,250	200	-	40,613	313	-	750		
Harper's Ferry, Va.,	-	-	715	-	18,350	-	1,600										
Barracks, Carlisle, Pa., -	-	-	-	-	-	-	-	-	-	-	-	-	-	162,960			
	18,200	1,081	3,203	190	4,517,157	416,970	671,064	704,592	319,349	26,497	41,874	56,311	565,735	223,177	164,263	1,092	10,388
Number in fortifications, -	1,571	81	264	123	178,551	-	-	286,645	33,053	4,000	-	230	-	493	50	430	1,405
Total, -	19,771	1,162	3,467	313	4,695,708	416,970	671,064	991,237	352,402	30,497	41,874	56,441	565,735	223,670	164,313	1,522	11,793

STATEMENT I—Continued.

STATIONS.	CANNON CARTRIDGES, EMPTY.							CANNON CARTRIDGES, FILLED.								Musket cartridges.	Rifle cartridges.	Pistol cartridges.
	24 pounder.	18 pounder.	12 pounder.	9 pounder.	6 pounder.	4 pounder.	3 pounder.	42 pounder.	32 pounder.	24 pounder.	18 pounder.	12 pounder.	9 pounder.	6 pounder.	4 pounder.			
Arsenal, Watertown, Mass.	222	568	1,095	-	152	-	-	-	-	-	-	-	-	241	-	137,700		
Watervliet, N. Y. -	1,201	1,118	59	-	361	-	-	-	-	-	-	-	52	847	-	263,686		
Rome, New York, -	1,497	2,536	3,885	-	2,469	-	-	-	-	183	1	2	-	179	2	551,560		
New York city, -	9,166	12,852	4,650	1,110	1,933	-	-	-	-	-	484	-	-	-	-	1,658,750	96,000	3,000
Frankford, Penn. -	264	2,321	2,187	-	8,034	-	-	-	-	-	-	-	-	-	-	683,572	-	2,468
Philadelphia, -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	841,590		
Near Baltimore, Md.	1,206	8,235	346	-	798	2,290	-	-	-	-	-	-	-	-	-	631,230		
Pittsburg, Penn. -	-	-	-	-	-	-	-	-	-	-	-	-	-	310	-	170,000		
Greenleaf's Point, -	1,236	1,426	380	-	481	-	-	-	-	-	-	-	-	-	-	739,188		
Near Richmond, Va.	223	51	183	16	-	-	12	-	-	-	-	-	-	-	-	86,800	528	7,812
Charleston, S. C. -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,000		
Depot, Savannah, Georgia, -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	12,330		
Arsenal, Augusta, Georgia, -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	183,730		
New Orleans, -	909	1,525	450	50	312	-	-	-	-	75	-	44	-	86	-	134,410		
Belle Fontaine, -	-	140	-	-	90	-	10	-	-	-	-	-	-	-	-	44,150		
Detroit, - -	6,368	2,971	2,344	255	2,458	-	158	-	-	-	-	-	-	24	-	295,780		
Armory, Springfield, Mass. -	700	104	-	-	56	-	78											
	22,992	33,847	15,579	1,431	17,144	2,290	258	-	-	258	485	46	52	1,687	2	6,439,476	96,528	13,280
Number in fortifications, -	4,259	4,274	2,772	217	5,754	8,555	132	16	1,344	2,425	866	764	42	1,010	288	957,613	2,580	
Total, - -	27,251	38,121	18,351	1,648	22,898	10,845	390	16	1,344	2,683	1,351	810	94	2,697	290	7,397,089	99,108	13,280

STATEMENT I—Continued.

STATIONS.	Tubes.	Fuzees.	Portfires.	Slow match, lbs.	Cartridge paper, reams.	Pig lead, lbs.	BRASS CANNON UNSERVICEABLE.						IRON CANNON UNSERVICEABLE.							
							24 pounder.	12 pounder.	9 pounder.	6 pounder.	4 pounder.	3 pounder.	32 pounder.	24 pounder.	18 pounder.	12 pounder.	9 pounder.	6 pounder.	4 pounder.	3 pounder.
Arsenal, Watertown, Mass.	19,916	9,402	730	-	53	44,296	-	-	-	2	-	-	-	-	-	4				
Watervliet, N. Y.	4,552	4,140	926	4,661	58	60,912														
Rome, N. Y. -	8,184	2,074	3,885	1,062	14	5,000														
New York city, -	11,483	5,210	5,458	6,756	132	9,433	-	-	-	-	-	-	-	-	-	1				
Frankford, Penn. -	14,800	564	2,464	206	12	32,640														
Philadelphia, -	6,300	3,097	-	1,714	119	181,138	-	-	-	-	-	-	-	-	22	-	31			
Near Baltimore, Md.	16,900	14,530	5,530	4,763	76	14,562	-	-	-	-	-	-	-	2						
Pittsburg, Penn. -	4,000	1,812	-	-	34	93,878		-	-	2										
Newport, Ken. -	-	-	-	-	10	90														
Greenleaf's Point, -	1,318	598	436	2,463	40	18,340														
Near Richmond, Va.	-	1,000	195	-	138	52,280														
Charleston, S. C. -	906	284	7	526																
Depot, Savannah, Geo. -	938	-	-	-	-	1,900														
Arsenal, Augusta, Geo. -	-	-	-	-	24	8,400	-	-	-	-	-	-	-	-	-	-	-	2		
New Orleans, -	-	230	216	255	50	13,391	-	-	-	-	-	-	-	-	4					
Baton Rouge, -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10	-	7	19	5
Belle Fontaine, -	3,880	421	366	323	45	8,324														
Detroit, -	-	1,586	100	60	-	705	-	-	-	-	-	-	-	2						
Armory, Springfield, Mass. -	311	4,581	-	-	54	5,583														
Harper's Ferry, Va.																				
Barracks, Carlisle, Penn.																				
	93,488	49,529	20,313	22,789	860	550,872	-	-	-	4	-	-	-	4	26	15	31	9	19	5
Number in fortifications, -	27,589	20,431	8,040	5,753	183	43,831	2	3	2	5	3	2	3	48	14	14	16	21	35	2
Total, -	121,077	69,960	28,353	28,542	1,043	594,703	2	3	2	9	3	2	3	52	40	29	47	30	54	7

STATEMENT I—Continued.

STATES.	Mortars, unserviceable.		Brass howitzers, unserviceable.		Seacoast and garrison carriages, unserviceable.			Siege carriages, unserviceable.		Travelling carriages, unserviceable.					Timber for gun carriages, sets of.					Timber for howitzer carriages, sets of.		Timber for gun carriages, feet.
	10 inch brass.	10 inch iron.	8 inch.	24 pounder.	32 pounder.	24 pounder.	18 pounder.	24 pounder.	18 pounder.	12 pounder.	9 pounder.	6 pounder.	4 pounder.	3 pounder.	For 24 pounder.	For 18 pounder.	For 12 pounder.	For 6 pounder.	For caissons.	For 8 inch carriages.	For 24 pounder carriages.	
Arsenal, Watertown, Mass.	2	3	2	3	-	20	19	-	-	-	-	13	-	-	-	-	-	-	-	-	-	12,447
Watervliet, N. Y.	-	-	-	-	-	-	-	-	-	-	-	3	-	-	18	16	24	108	-	32	8	
Rome, New York,	1	1	1	-	-	-	-	-	7	11	-	12										
New York city, -	-	-	-	-	19	-	9	-	12	9	-	6	-	-	-	-	-	-	-	-	-	105,650
Frankford, Penn. -										22												
Philadelphia, -	-	-	-	-	-	-	-	-	-	1	-	11	-	-	-	-	-	-	-	-	-	19,049
Near Baltimore, Md.	-	-	-	-	-	-	-	-	15	-	-	1	-	-	-	-	50	150	100			
Pittsburg, Penn. -	-	-	-	-	-	-	-	-	-	-	-	5										
Newport, Kentucky,	-	-	-	-	-	7	-	-	24	4	-	8	-	-	-	-	-	-	-	-	-	77,452
Greenleaf's Point,	-	-	-	-	-	-	-	-	1	1	-	1	-	-	-	-	54	133	44	-	-	6,317
Near Richmond, Va.																						
Charleston, S. C. -																						
Depot, Savannah, Georgia,	1	-	-	-	-	-	-	2	1													
Arsenal, Augusta, Georgia, -																						
New Orleans, -																						
Baton Rouge, -	-	-	-	-	-	-	-	-	-	-	-	3										
Belle Fontaine, -	-	-	-	1																		
Detroit, - -	-	-	-	-	-	-	-	2	2	4	-	4	1									
Armory, Springfield, Mass.																						
Harper's Ferry, Va.																						
Barracks, Carlisle, Penn. -																						
	4	4	3	4	19	27	28	4	62	52	-	67	1	-	18	16	128	391	144	32	8	220,915
Number in fortifications, -	-	-	1	2	36	80	12	-	2	16	5	13	8	2								
Total, -	4	4	4	6	55	107	40	4	64	68	5	80	9	2	18	16	128	391	144	32	8	220,915

ORDNANCE DEPARTMENT, *November* 30, 1822.

GEORGE BOMFORD, *Lieut. Col. on ordnance duty.*

K.

Statement of the ordnance and ordnance stores, arms, and munitions, transported from the places at which they were made or purchased in the Atlantic States, to the places at which they were to be delivered or used in the Western States and Territories, taken from the returns of military stores at the arsenal near Pittsburg, Penn. on file in the Second Auditor's office of the Treasury Department.

Year.	WHERE TRANSPORTED. From	To	CANNON. 3 pounder.	6 pounder.	12 pounder.	18 pounder.	24 pounder.	HOWITZERS. 3½ inch.	24 pounder.	ARTILLERY CARRIAGES. 3 pounder carriages with implements complete.	6 p'nder carriages, with implements complete.	12 p'nder carriages, with implements complete.	18 p'nder carriages, with implements complete.	24 p'nder carriages, with implements complete.	24 p'nder howitzer carriages, with implements complete.	6 pounder caisson.	SHOT. 4 pounder.	6 pounder.	9 pounder.	12 pounder.	18 pounder.	24 pounder.	32 pounder.
1813,	Philadelphia,	Pittsburg,	-	-	-	-	-	11	-	-	-	-	-	-	-	-							
1813,	Washington city,	Pittsburg,	2	-	-	-	-	-	-	2	-	-	-	-	-	-							
1813,	York, Pennsylvania,	Pittsburg,	-	8	-	-	-	-	4	-	8	-	-	-	4	-							
1813,	Pittsburg,	Northwestern army,	-	-	-	5	-	-	2	-	-	-	5	-	2	-	-	855	-	1,174	1,000		
1813,	Pittsburg,	Lake Erie,	-	-	4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	400			
1813,	Pittsburg,	St. Louis,	2	-	-	-	-	9	-	2	-	-	-	-	-	-							
1813,	Pittsburg,	New Orleans.																					
1814,	Philadelphia,	Pittsburg.																					
1814,	Harper's Ferry,	Pittsburg.																					
1814,	Pittsburg,	Lake Erie.																					
1814,	Pittsburg,	New Orleans,	-	6	2	-	1	-	-	-	6	4	-	1	1	-	1,000	1,802	1,000	1,524	500	3,100	
1814,	Pittsburg,	Natchez.																					
1814,	Pittsburg,	Northwestern army.																					
1814,	Pittsburg,	Kentucky.																					
1814,	Pittsburg,	St. Louis,	-	2	-	-	-	-	-	-	2	-	-	-	-	-	-	435					
1815,	Philadelphia,	Pittsburg.																					
1815,	Pittsburg,	Lake Erie.																					
1815,	Pittsburg,	Louisiana,	-	3	-	-	-	-	1	-	3	-	-	-	1								
1815,	Pittsburg,	St. Louis,	-	3	-	2	-	-	-	-	2	-	2	-	-	-	-	200	-	-	1,000		
1816,	Pittsburg,	Detroit,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	500	104	
1816,	Pittsburg,	New Orleans,	-	6	-	5	-	-	1	-	6	-	5	-	1	-	446	493	423	420	100	1,867	550
1816,	Pittsburg,	Belle Fontaine,	-	8	-	-	-	-	1	-	3	-	-	-	-	-	-	3,878	-	1,106	200		
1816,	Pittsburg,	Kentucky,	-	5	-	-	-	-	-	-	5	-	-	-	-	-							
1817,	Philadelphia,	Pittsburg.																					
1817,	Washington city,	Pittsburg,	-	-	-	-	-	-	-	-	1												
1817,	Harper's Ferry,	Pittsburg.																					
1817,	New York,	Pittsburg.																					
1817,	Pittsburg,	Kentucky,	-	-	-	-	-	-	-	-	-	-	-	-	-	1							
1817,	Pittsburg,	Indiana,	-	1	-	-	-	-	-	-	1												
1817,	Pittsburg,	Northwest Lakes,	-	2	-	-	-	-	-	-	2												
1817,	Pittsburg,	New Orleans,	-	1																			

STATEMENT K—Continued.

Year.	WHERE TRANSPORTED. From	To	SHELLS. 3½ inch.	SHELLS. 24 pounder.	Loose grape and canister shot, lbs.	FIXED AMMUNITION. 3 pounder.	4 pounder.	6 pounder.	12 pounder.	18 pounder.	POWDER AND CARTRIDGES. 24 pounder howitzer cartridges, filled.	Musket cartridges.	Powder, lbs.	SMALL ARMS AND ACCOUTREMENTS. Muskets complete.	Rifles complete.	Pistols.	Sabres.	Swords.	Cartridge boxes and belts.	Bayonet scabbards and belts.	Flints.
1813,	Philadelphia,	Pittsburg,	-	-	-	-	-	-	-	-	-	-	31,000	-	-	-	-	-	-	-	40,000
1813,	Washington city,	Pittsburg.																			
1813,	York, Penn.	Pittsburg.																			
1813,	Pittsburg,	Northwestern army,	-	1,437	-	-	-	-	-	100	-	600,000	6,000	50	-	-	-	-	50	50	
1813,	Pittsburg,	Lake Erie,	-	-	-	-	-	-	-	-	-	44,440	1,200	100	-	-	-	-	100	100	6,000
1813,	Pittsburg,	St. Louis,	601	-	-	200	-	-	-	-	-	30,550	100	500	-	-	-	-	500	500	2,000
1813,	Pittsburg,	New Orleans,	-	-	-	-	-	-	-	-	-	-	-	1,500							
1814,	Philadelphia,	Pittsburg,	-	-	-	-	-	-	-	-	-	-	110,000								
1814,	Harper's Ferry,	Pittsburg,	-	-	-	-	-	-	-	-	-	-	-	6,000							
1814,	Pittsburg,	Lake Erie,	-	-	-	-	-	-	-	-	-	262,780									
1814,	Pittsburg,	New Orleans,	-	700	21,368	-	-	-	-	-	-	750,000	80,000	5,526							
1814,	Pittsburg,	Natchez,	-	-	-	-	-	-	-	-	-	10,000	1,200	1,000	-	-	-	-	1,000	1,000	
1814,	Pittsburg,	Northwestern army,	-	-	-	-	-	-	-	-	-	325,840	20,000	-	-	-	-	-	-	-	5,000
1814,	Pittsburg,	Kentucky,	-	-	-	-	-	-	-	-	-	-	-	300							
1814,	Pittsburg,	St. Louis,	-	-	-	-	-	-	-	-	-	60,000	14,500								
1815,	Philadelphia,	Pittsburg,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	20,000
1815,	Pittsburg,	Lake Erie,	-	-	-	-	-	-	-	-	-	100,000									
1815,	Pittsburg,	Louisiana,	-	50	-	-	162	794	-	-	50	405,090	10,000	3,608	-	-	-	-	2,100	1,600	
1815,	Pittsburg,	St. Louis,	-	-	5,000	-	-	1,020	-	-	-	100,000	9,700	92	-	-	-	-	-	-	21,000
1816,	Pittsburg,	Detroit,	-	-	-	-	-	-	508	-	-	1,000	5,000	-	-	-	-	-	300	300	
1816,	Pittsburg,	New Orleans,	-	-	-	-	-	-	-	-	-	-	-	1,760							
1816,	Pittsburg,	Belle Fontaine,	-	-	-	-	-	1,264	502	-	-	-	7,900								
1816,	Pittsburg,	Kentucky.																			
1817,	Philadelphia,	Pittsburg,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	100	1,000	1,000	
1817,	Washington city,	Pittsburg.																			
1817,	Harper's Ferry,	Pittsburg,	-	-	-	-	-	-	-	-	-	-	-	-	2,000						
1817,	New York,	Pittsburg,	-	-	-	-	-	-	-	-	-	-	-	-	-	2,000	3,000				
1817,	Pittsburg,	Kentucky.																			
1817,	Pittsburg,	Indiana.																			
1817,	Pittsburg,	Northwestern Lakes,	-	-	-	-	-	-	-	-	-	-	-	400	-	-	-	-	900	630	
1817,	Pittsburg,	New Orleans.																			

L.

Continuation of statement of the ordnance and ordnance stores, arms, and munitions, transported from the places at which they were made or purchased in the Atlantic States, to the places at which they were to be delivered or used in the Western States and Territories, taken from the returns of military stores at the arsenal near Pittsburg, Pennsylvania, on file in the Second Auditor's office of the Treasury Department.

YEARS.	WHERE TRANSPORTED.		CANNON AND HOWITZERS.					ARTILLERY CARRIAGES.					SHOT AND SHELLS.			FIXED AMMUNITION.					
	From	To	1 pounder swivel.	3 pounder cannon.	6 pounder cannon.	12 pounder cannon.	24 pounder howitzer.	Swivel carriage.	3 pounder carriage complete.	6 pounder carriage complete.	12 pounder carriage complete.	24 pounder howitzer carriage.	1 pounder shot.	3 pounder shot.	24 pounder shells.	24 pounder case shot.	3 pounder case shot.	4 pounder case shot.	6 pounder case shot.	9 pounder case shot.	1 pounder case shot.
1818	Boston, Massachusetts, - -	Pittsburg, - -																		
1818	Philadelphia, - -	Pittsburg, - -																		
1818	Baltimore, - -	Pittsburg, - -																		
1818	Harper's Ferry, - -	Pittsburg, - -																		
1818	Pittsburg, - -	Detroit, - -																		
1818	Pittsburg, - -	State of Ohio, - -	-	-	2	-	-	-	-	2										
1818	Pittsburg, - -	State of Kentucky, - -																		
1818	Pittsburg, - -	St. Louis, - -	12	-	4	-	-	12	-	4	-	-	1,059							
1818	Pittsburg, - -	New Orleans, - -	-	-	4	5	2	-	-	4	5	2	-	-	-	-	98	454	108	414	
1819	Philadelphia, - -	Pittsburg, - -																		
1819	Baltimore, - -	Pittsburg, - -																		
1819	Pittsburg, - -	Missouri, - -	12	1	11	-	7	12	1	11	-	7	400	500	255	625	50	-	1,620	-	590
1819	Pittsburg, - -	Meadville, Pennsylvania, -	-	-	5	-	-	-	-	6											
1819	Pittsburg, - -	State of Kentucky, - -																		
1820	Harper's Ferry, - -	Pittsburg, - -																		
1820	Pittsburg, - -	Detroit, - -																		
1820	Pittsburg, - -	Ohio, - -																		
1820	Pittsburg, - -	Newport, Kentucky, - -																		
1820	Pittsburg, - -	St. Louis, - -																		
1821	Philadelphia, - -	Pittsburg, - -																		
1821	Pittsburg, - -	State of Indiana, - -	-	-	3	-	-	-	-	3											
1821	Pittsburg, - -	St. Louis, - -																		
1821	Pittsburg, - -	Arkansas Territory, - -																		

STATEMENT L—Continued.

YEARS.	WHERE TRANSPORTED.		CANNON CARTRIDGES.				MUSKET CARTRIDGES, &c.			SMALL ARMS AND ACCOUTREMENTS.												
	From	To	3 pounder cartridges, filled.	6 pounder cartridges, filled.	1 pounder cartridges, filled.	24 pounder cartridges, filled.	Musket cartridges.	Powder, pounds.	Cartridges for wall pieces, filled.	Muskets complete.	Rifles.	Pistols.	Sabres.	Swords.	Wall pieces.	Cartridge boxes and belts.	Bayonet scabbards and belts.	Rifle cartridge boxes and belts.	Rifle pouches.	Rifle powder horns.	Flints.	Musket balls, pounds.
1818	Boston, Massachusetts,	Pittsburg,	-	-	-	-	-	-	-	-	98											
1818	Philadelphia,	Pittsburg,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	209,400	
1818	Baltimore,	Pittsburg,	-	-	-	-	-	-	-	-	-	-	500	-	-	-	-	-	-	-	122,000	
1818	Harper's Ferry,	Pittsburg,	-	-	-	-	-	-	-	8,000	1,000	-										
1818	Pittsburg,	Detroit,	-	-	-	-	-	2,400														
1818	Pittsburg,	State of Ohio,	-	-	-	-	-	-	-	-	75	1,000	500									
1818	Pittsburg,	State of Kentucky,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
1818	Pittsburg,	St. Louis,	-	-	1,250	-	25,000	6,000	-	-	1,098	125	250	70	4	-	-	800	400	400	12,000	
1818	Pittsburg,	New Orleans,	-	-	-	-	-	-	-	-	-	-	-	-	-	2,000	2,000					
1819	Philadelphia,	Pittsburg,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
1819	Baltimore,	Pittsburg,	-	-	-	-	-	-	-	6,000	-	3,990	2,000									
1819	Pittsburg,	Missouri,	130	1,620	1,000	1,020	381,000	1,353	600	412	106	300	180	45	8	-	-	-	-	-	20,800	2,450
1819	Pittsburg,	Meadville, Pennsylvania,	-	-	-	-	-	-	-	3,280												
1819	Pittsburg,	State of Kentucky,	-	-	-	-	-	-	-	1,467	-	100	50	-	2	-	-	-	-	-	400	
1820	Harper's Ferry,	Pittsburg,	-	-	-	-	-	-	-	8,000	2,000											
1820	Pittsburg,	Detroit,	-	-	-	-	200,000	-	-	-	-	-	-	-	-	-	-	-	-	-	20,000	
1820	Pittsburg,	Ohio,	-	-	-	-	-	-	-	-	-	200										
1820	Pittsburg,	Newport, Kentucky,	-	-	-	-	-	-	-	-	150											
1820	Pittsburg,	St. Louis,	-	-	-	-	150,000	-	-	192	-	-	-	-	-	-	-	-	-	-	10,000	
1821	Philadelphia,	Pittsburg,	-	-	-	-	-	-	-	-	-	-	-	250								
1821	Pittsburg,	State of Indiana,	-	-	-	-	-	-	-	-	-	-	-	50								
1821	Pittsburg,	St. Louis,	-	-	-	-	-	-	-	-	-	-	-									
1821	Pittsburg,	Arkansas Territory,	-	-	-	-	-	-	-	-	-	400	200									

ORDNANCE DEPARTMENT, *December* 18, 1822.

GEORGE BOMFORD, *Lieutenant Colonel on ordnance duty.*

SIR: TREASURY DEPARTMENT, SECOND AUDITOR'S OFFICE, *December*, 1822.

By the resolution of the House of Representatives, dated the 8th of January, 1822, the President of the United States was requested to cause to be laid before the House "a statement showing the amount expended for the current expenses of the Ordnance Department during the years 1817, 1818, 1819, and 1820, and as much as can be shown of said expenditures for the year 1821, with the particular items for which the money was expended, the place where, and the persons to whom paid; what quantity of timber has been procured for gun-carriages and caissons, its cost annually, and where deposited; the quantity of ordnance of every kind that has been procured during those years, or paid for; the sums expended in the purchase of sites for arsenals since the peace, the cost of the buildings erected thereon, and whether all those arsenals are necessary for the service of the United States;" by that of the 7th of May, 1822, the President was requested to cause to be laid before the House "a report showing the number and local position of each of the armories, arsenals, and magazines of the United States, the time at which each was established, and the total expense of constructing and repairing the same up to the end of the year 1821; also, the whole number of cannon, and other arms, made annually at each armory and arsenal, from its establishment to the end of the said year; also, an exhibit, in detail, of the expenses of each armory and arsenal, for each year, from 1816 to 1821, inclusive, showing, first, the gross amount of money expended at each within each year; second, the separate object to which the expenditure was applied; third, the contracts and purchases made at each within each year, by whom, and with whom, whether publicly or privately, with or without public notice, for what articles or materials, the amount of each contract for all purchases, and the amount given therefor, the names of all concerned as principals, agents, and securities, their places of residence, and the failures which may have occurred in any contract; fourth, the whole number of arms and equipments transmitted to each State and Territory in the Union, under the act of Congress for arming the whole body of the militia of the United States; fifth, the whole number of cannon, arms, equipments, and munitions of war, of every kind, distinguishing the different kinds now belonging to the United States, and where placed; sixth, the annual expense of transporting ordnance and ordnance stores from the places at which they were made or purchased in the Atlantic States to the places at which they were to be delivered or used in the Western States or Territories, specifying the several descriptions of arms and munitions so transported, and the cost thereof where purchased; the whole so arranged as to exhibit clearly the annual expenditure of the annual appropriation for each specific object:" and, by a similar resolution, passed on the 17th of this month, the above request was repeated, embracing, in addition thereto, as much as can be ascertained of the same expenditures during the year 1822.

In conformity with the first and second resolutions, I have the honor to transmit to you, herewith, the several statements, exhibiting,

No. 1. The current expenses of the Ordnance Department during the years 1817, 1818, 1819, 1820, and 1821.

No. 2. The expenses of each armory and arsenal during the year 1816; the expenditures at the same places during the years 1817, 1818, 1819, 1820, and 1821, are embraced in the preceding statement.

No. 3. The amount expended in the purchase of sites, and in the erection and repairs of arsenals, from 1816 to 1821, inclusive.

No. 4. The expense of transporting ordnance and ordnance stores from the Atlantic States to the Western States and Territories.

No. 5. The quantity of ordnance, of every kind, that has been procured, or paid for, during the years 1817, 1818, 1819, 1820, and 1821.

No. 6. The quantity of timber procured for gun-carriages and caissons during the same period, its annual cost, and where deposited.

The whole compiled and digested from the accounts on file in this office.

In accounting for the delay in the completion of this exhibit, I beg leave to call to your recollection what I stated to you, when you referred the first of the above resolutions to this office, in January last, "that such was the extent of the call, and the mass of accounts to be examined, that it would be impossible to meet the resolution before the commencement of the present session."

In respect to the additional information called for in the last resolution, viz: "the expenditure of the Ordnance Department for the present year, as far as it can be ascertained," I beg leave to state, that the same shall be completed, and laid before you, as early as possible.

I have the honor to be, most respectfully, your most obedient servant,

WM. LEE.

The Hon. J. C. CALHOUN.

No. 1.

Statement showing the amount expended for the current expenses of the Ordnance Department during five years.

	1817.	1818.	1819.	1820.	1821.	Total amt.
Amount expended at Albany, N. Y.	880 16	6 00	-	-	-	886 16
Augusta, Geo.	101 50	-	-	1,173 22	1,673 05	2,947 77
Baltimore, Md.	915 68	1,978 48	6,003 23	5,628 26	3,979 25	18,504 90
Batavia, N. Y.	-	-	-	90 28	-	90 28
Baton Rouge, Lou.	-	6 50	22 50	-	-	29 00
Belle Fontaine, Miss.	6 50	-	19 75	104 40	41 62	172 27
Boston, Mass.	105 75	20 75	56 05	-	130 98	313 53
Camden, S. C.	-	-	229 76	-	-	229 76
Carlisle, Penn.	-	-	2,716 70	3,199 22	-	5,915 92
Charleston, S. C.	3,317 88	4,830 85	4,282 57	5,581 05	-	18,012 35
Charlestown, Mass.	5,791 65	4,589 88	6,026 67	-	-	16,408 20
Detroit, Mich. Ter.	3,667 16	3,782 98	3,078 64	274 13	41 21	10,844 12
Erie, Penn.	24 43	-	-	-	-	24 43
Fernandina, Florida,	-	-	101 43	-	-	101 43
Fort Claiborne,	-	152 37	-	-	-	152 37
Fort Crawford, Ala.	-	-	2 50	-	-	2 50
Fort Gadsden,	-	307 50	-	-	-	307 50
Fort Gaines,	42 25	-	-	-	-	42 25
Fort Hawkins, Geo.	813 58	138 43	206 38	-	-	1,158 39
Fort Mitchell,	-	196 00	-	-	-	196 00
Fort Osage,	-	-	-	-	4 00	4 00
Frankford, Penn.	9,060 55	9,326 85	7,716 03	3,868 69	1,091 48	31,063 60
Green bay, Mich. Ter.	165 00	-	10 75	-	-	175 75
Mackinac, Mich. Ter.	25 50	-	-	-	5 75	31 25
Middletown, Conn.	-	-	-	12,090 00	-	12,090 00
Nashville, Tenn.	174 00	116 00	-	-	-	290 00
New London, Conn.	-	-	-	7 45	-	7 45
New Orleans, Lou.	10,594 76	11,586 74	5,733 53	5,490 77	728 80	34,134 60
Newport, Ky.	7,817 54	2,888 70	1,782 16	10,665 60	-	23,154 00
New York,	3,092 45	4,092 00	12,927 92	8,997 70	3,608 37	32,718 44
Norfolk, Virginia,	1,479 85	323 20	22 85	-	-	1,825 90
Norwich, Conn.	-	698 96	-	-	-	698 96
Pensacola, Florida,	-	-	-	-	3 00	3 00
Philadelphia, Penn.	5,943 56	247 42	3,777 05	8,166 77	1,501 19	19,635 99
Pittsburg, Penn.	36,682 33	20,066 67	35,256 48	18,367 35	6,102 31	116,475 14
Pittsfield, Mass.	-	22 34	-	-	-	22 34
Plattsburg, N. Y.	-	55 00	35 48	-	46 50	136 98
Richmond, Va.	174 56	675 41	1,891 99	4,315 41	1,888 45	8,945 82
Rome, N. Y.	3,998 49	4,138 53	2,265 86	1,336 60	520 73	12,260 21
Sag Harbor, N. Y.	2 75	-	-	-	-	2 75
St. Louis, Missouri,	-	-	12 50	-	-	12 50
Savannah, Georgia,	-	-	31 62	-	-	31 62
Springfield, Mass.	-	-	-	3,773 40	-	3,773 40
Vergennes, Vt.	4,649 27	4,223 41	4,242 95	1,443 67	-	14,569 30
Washington, D. C.	11,582 99	10,226 23	21,330 72	20,718 37	8,204 39	72,062 70
Watertown, Mass.	-	10,000 00	-	7,196 85	2,239 97	19,436 82
Watervliet, N. Y.	5,103 60	8,225 52	7,702 20	7,438 00	1,879 54	30,348 86
West Point, N. Y.	-	-	12 24	-	-	12 24
Wilmington, N. C.	-	-	487 70	-	13 48	501 18
Winnsborough,	-	-	200 00	-	-	200 00
Dollars,	116,213 74	102,932 72	128,186 21	129,927 19	33,704 07	510,963 93

TREASURY DEPARTMENT, SECOND AUDITOR'S OFFICE, *December*, 1822.

WM. LEE, *Second Auditor.*

No. 2.

Statement showing the amount expended for each arsenal, for the year 1816, *under the head of Current Expenses of the Ordnance Department.*

Amount expended at the arsenal at New York,	$13,163 97
Watervliet,	7,264 39
Rome,	7,509 03
Washington,	4,035 84
Frankford,	3,343 04
Baltimore,	2,500 44
Pittsburg,	53,593 91
Newport,	5,935 10
Philadelphia,	23,997 61
Total amount expended at the above places in 1816,	121,343 33

TREASURY DEPARTMENT, SECOND AUDITOR'S OFFICE, *December*, 1822.

WM. LEE, *Second Auditor.*

No. 3.

Statement showing the amount expended in the erection and repairs of arsenals from 1816 *to* 1821, *inclusive, together with the cost of the sites for the same; exhibited in pursuance of a resolution of the House of Representatives, dated 7th May,* 1822.

WHERE SITUATED.	SITES FOR THE ARSENALS.		AMOUNT EXPENDED AT EACH ARSENAL IN THE FOLLOWING YEARS, RESPECTIVELY.						Total amount expended for each arsenal.
	Date of purchase.	Cost.	1816.	1817.	1818.	1819.	1820.	1821.	
Arsenal at Watertown, -	8th October, 1816, 6th June, 1818,	$2,099 38 3,090 84	$41,232 70	$37,671 37	$38,671 86	$24,583 61	$10,784 89	-	$158,134 65
Arsenal at Watervliet, -	-	-	2,372 81	9,269 00	11,276 40	-	4,156 25	-	27,074 46
Arsenal at Rome, -	10th July, 1816,	1,572 73	17,106 52	75 91	287 62	186 28	326 05	-	19,555 14
Arsenal at Frankford, -	27th May, 1816,	7,680 75	9,578 82	25,512 44	4,855 85	10,065 00	2,500 00	$2,161 10	62,353 96
Arsenal at Pittsburg,* -	-	-	77,721 49	39,773 29	9,296 77	10,244 68	338 60	156 60	137,531 43
Arsenal near Baltimore,	18th June, 1816,	895 13	18,327 86	62,775 47	2,045 95	-	-	-	84,044 31
Arsenal at Washington, -	30th Sept., 1815,	1,000 00	15,586 88	13,519 65	358 83	1,328 76	421 15	248 02	32,463 29
Arsenal near Richmond, -	25th Sept., 1815,	4,312 50	68,650 97	43,089 10	58,715 09	10,344 98	2,248 69	-	187,361 33
Arsenal near Augusta, -	9th Dec., 1816, 4th July, 1820,	2,500 00 850 00	-	897 00	38,644 92	49,060 02	31,110 01	40,843 54	163,905 49
Arsenal at Baton Rouge, -	-	-	-	-	-	18,425 33	24,956 04	3,944 36	47,325 73
Arsenal at Detroit, -	-	-	-	-	-	8,751 17	855 34	270 41	9,876 92
Arsenal at Newport, Ky.	-	-	3,063 97	1,306 22	130 05	-	-	-	4,500 24
Waterford, Pa. -	7th April, 1818,	1,200 00	-	-	-	-	-	-	1,200 00
		$25,201 33	$253,642 02	$233,889 38	$164,283 34	$132,989 83	$77,697 02	$47,624 03	$935,326 95

* In the above sum of $77,721 49, charged as the expenditure at the arsenal at Pittsburg in the year 1816, is included $15,405 43 expended for the same place during the fourth quarter of 1815.

TREASURY DEPARTMENT, SECOND AUDITOR'S OFFICE, *December*, 1822.

WM. LEE, *Second Auditor.*

No. 4.

Statement of the amount expended for the transportation of ordnance and ordnance stores from the Atlantic States to the Western States and Territories; exhibited in pursuance of a resolution of the House of Representatives, dated May 7, 1822.

By whom paid.	TRANSPORTATION. From	To	Year.	Cannon—6 pounders.	Carriages and implements for 6 pounders.	Muskets.	Musket cartridges.	Musket flints.	Sets of accoutrements.	Pistols.	Sabres.	Wall tents.	Amount.
Hezekiah Johnson, -	Pittsburg,	Arkansas Territory, - -	1819	-	-	400	40,000	4,000	-	50	-	3	$170 15
Hezekiah Johnson, -	Pittsburg,	Meadville, Pa. - - -	1819	5	6	3,280	-	-	-	-	-	-	1,422 60
Hezekiah Johnson, -	Pittsburg,	Fort Williams, Kentucky river, -	1819	-	-	1,467	-	-	-	100	50	-	142 48
Hezekiah Johnson, -	Pittsburg,	Portsmouth, Ohio, - - -	1820	-	-	1,200	-	-	-	-	-	-	93 90
Hezekiah Johnson, -	Pittsburg,	Cincinnati, Ohio, - - -	1820	-	-	-	-	-	-	200	100	-	9 08
Hezekiah Johnson, -	Pittsburg,	New Albany, Indiana, - -	1820	-	-	40	-	-	-	-	-	-	4 68
Hezekiah Johnson, -	Pittsburg,	Kaskaskias, Illinois, - -	1820	-	-	63	-	-	-	-	-	-	19 48
Hezekiah Johnson, -	Pittsburg,	St. Louis, Missouri, - -	1820	-	-	192	-	-	-	-	-	-	60 16
Hezekiah Johnson, -	Pittsburg,	Nashville, Tenn. - - -	1820	-	-	862	-	-	-	-	-	-	234 74
Hezekiah Johnson, -	Pittsburg,	Arkansas Territory, - -	1821	-	-	-	-	-	-	400	200	-	25 39
Hezekiah Johnson, -	Pittsburg,	Evansville, - - -	1821	-	-	40	-	-	40	-	-	-	12 23
Hezekiah Johnson, -	Pittsburg,	Rising Sun, Indiana, - -	1820	-	-	-	-	-	-	-	-	-	15 65*
				5	6	7,544	40,000	4,000	40	750	350	3	$2,210 54

* 2,087 pounds ordnance stores, the particulars of which cannot be ascertained in this office.

TREASURY DEPARTMENT, SECOND AUDITOR'S OFFICE, *December*, 1822.

WM. LEE, *Second Auditor.*

No. 5.

Statement showing the quantity of ordnance, of every kind, that has been procured or paid for during the years 1817, 1818, 1819, 1820, *and* 1821; *exhibited in pursuance of a resolution of the House of Representatives, dated January* 8, 1822.

CANNON.								SHOT.											STANDS.			SHELLS.					
24 pounder.	18 pounder.	12 pounder.	6 pounder.	1 pounder iron swivel.	24 pounder howitzers.	10 inch mortars.	Mortar cheeks.	32 pounder.	24 pounder.	18 pounder.	12 pounder.	6 pounder.	Pounds of grape and canister.	Pounds of bar.	No. of loose 18 pounder grape.	Pounds of loose 18 pounder grape.	No. of loose 12 pounder grape.	Pounds of loose 12 pounder grape.	Pounds of swivel.	18 pounder.	12 pounder.	9 pounder.	13 inch.	10 inch.	8 inch.	32 pounder.	24 pounder.	12 pounder.
165	142	73	306	25	183	14	37	690	5,516	363	3,401	39,672	93,438	5,059	9,964	4,646	8,568	1,974	1,120	950	993	263	2	3,166	300	621	8,458	707

TREASURY DEPARTMENT, SECOND AUDITOR'S OFFICE, *December*, 1822.

WM. LEE, *Second Auditor.*

No. 6.

Statement showing the quantity of timber which has been procured for gun carriages and caissons, its cost annually, and where deposited during the years 1817, 1818, 1819, 1820, *and* 1821; *exhibited in pursuance of a resolution of the House of Representatives of the United States of the* 8th *January*, 1822.

	Heart pine, pieces of.	Naves.	Spokes.	Felloes.	Tongues.	Bolsters.	Axletrees.	Hounds.	Doubletrees.	Whiffletrees.	Sliders.	Timber, feet of.	Oak logs.	TIMBER IN SETS FOR 12 pounders.	6 pounders.	Caissons.	Timber for mortar carriages, feet of.	Arches.	Handspikes.	Amount.	Annual cost.
1817.																					
Arsenal, Greenleaf's Point, Dist. Columbia,	-	59	2,675	-	-	-	-	-	-	-	-	3,084	-	-	-	-	-	-	-	$826 54	
Arsenal, near Baltimore, Maryland,	-	-	200	-	-	-	-	-	-	-	-	2,328	-	-	-	-	-	-	-	119 76	
Arsenal, Frankford, Pennsylvania,	-	-	-	-	-	-	-	-	-	-	-	64	27	-	-	-	-	-	-	49 82	
Arsenal, Watervliet, New York,	-	-	1,290	-	38	-	-	-	-	-	-	5,533	-	-	-	-	-	-	-	215 37	
Arsenal, Pittsburg, Pennsylvania,	-	180	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	90 00	
Arsenal, near Richmond, Virginia,	-	30	-	-	-	-	-	-	-	-	-	2,080	-	-	-	-	-	-	-	161 62	
	-	269	4,165	-	38	-	-	-	-	-	-	13,089	27	-	-	-	-	-	-	-	$1,463 11
1818.																					
Arsenal, Greenleaf's Point, Dist. Columbia,	-	-	-	-	-	-	-	-	-	-	-	8,000	-	-	-	-	-	-	-	322 00	
Arsenal, near Baltimore, Maryland,	-	26	-	-	-	-	-	-	-	-	-	19,556	4	-	-	-	-	-	-	605 32	
Arsenal, Frankford, Pennsylvania,	-	-	-	-	-	-	-	-	-	-	-	64	27	-	-	-	-	-	-	49 82	
Arsenal, Watervliet, New York,	-	-	7,724	-	117	-	-	-	-	-	-	32,134	-	-	-	-	-	360	-	2,151 06	
Arsenal, near Richmond, Virginia,	-	332	977	-	-	-	-	-	-	-	-	4,237	-	-	-	-	-	-	-	642 85	
Arsenal, Watertown, Massachusetts,	-	-	4,146	-	-	-	67	-	-	-	-	9,399	3	-	-	-	-	-	153	4,152 79	
	-	358	12,847	-	117	-	67	-	-	-	-	73,390	34	-	-	-	-	360	153	-	7,923 84
1819.																					
Arsenal, Watervliet, New York,	-	-	7,992	-	152	-	-	-	-	-	-	79,691	-	-	-	-	-	376	-	4,501 01	
Arsenal, near Richmond, Virginia,	-	-	-	-	-	-	-	-	-	-	-	-	-	12	-	-	-	-	-	300 00	
Arsenal, Charlestown, Massachusetts,	2,010	-	2,525	-	-	-	-	-	-	-	-	5,800	4	-	-	-	-	-	81	3,068 85	
	2,010	-	10,517	-	152	-	-	-	-	-	-	85,491	4	12	-	-	-	376	81	-	7,869 86
1820.																					
Arsenal, Greenleaf's Point, Dist. Columbia,	-	655	4,603	-	-	-	234	-	-	-	-	63,863	-	-	-	-	152	-	-	3,093 63	
Arsenal, near Baltimore, Maryland,	-	-	-	-	-	-	-	-	-	-	-	14,173	-	-	-	-	-	-	-	272 40	
Arsenal, Watervliet, New York,	-	-	5,850	-	138	-	-	-	-	-	-	40,262	-	-	-	-	-	340	-	1,958 75	
Arsenal, Pittsburg, Pennsylvania,	-	-	15,600	7,800	-	164	-	600	-	-	-	-	-	-	-	-	-	-	-	1,750 00	
Arsenal, near Richmond, Virginia,	-	-	-	-	-	-	-	-	-	-	-	-	-	37	133	34	-	-	-	3,746 00	
Arsenal, Watertown, Massachusetts,	-	-	1,044	-	-	-	-	-	-	-	-	1,268	-	-	-	-	-	-	-	688 37	
	-	655	27,097	7,800	138	164	234	600	-	-	-	119,566	-	37	133	34	152	340	-	-	11,509 15
1821.																					
Arsenal, Greenleaf's Point, Dist. Columbia,	-	-	-	-	-	-	-	-	-	-	-	4,596	-	-	-	-	-	-	-	464 28	
Arsenal, Watervliet, New York,	-	-	-	-	-	-	-	-	-	-	-	216	-	-	-	-	-	-	-	9 14	
Arsenal, near Richmond, Virginia,	-	-	-	-	-	-	-	-	-	-	-	-	-	5	-	10	-	-	-	352 00	
Arsenal, Pittsburg, Pennsylvania,	-	1,200	-	-	300	136	600	-	600	1,200	300	22,080	-	-	-	-	-	-	-	1,676 60	
	-	1,200	-	-	300	136	600	-	600	1,200	300	26,892	-	5	-	10	-	-	-	-	2,502 02
																					$31,267 98

TREASURY DEPARTMENT, SECOND AUDITOR'S OFFICE. WM. LEE.

SIR: TREASURY DEPARTMENT, THIRD AUDITOR'S OFFICE, *September* 7, 1822.

Agreeably to your request, accompanied by a resolution of the House of Representatives, dated 7th May, 1822, to furnish a report on so much of said resolution as refers to this office, I have the honor to hand you, herewith, statements of the expenditures made on account of buildings and repairs at the following armories and arsenals, so far as the same can be ascertained from the books and accounts in this office.

Abstract A exhibits a statement of the annual expenditures for buildings, canals, and repairs, at the armory at Harper's Ferry, between the years 1798 and 1815, amounting to - - - - $204,700 77

And for expenditures at the armory at Springfield, Massachusetts, from the year 1798, to include the first quarter of the year 1815, - - - - - 105,254 31

Abstract B exhibits the annual expenditures for buildings and repairs at the following arsenals, viz:

Arsenal at Schuylkill, from the year 1799, to include the year 1813, - -	148,665 76
Arsenal at Pittsburg, Penn. for the year 1814, and first three quarters of 1815, - -	66,436 47
Arsenal at Rome, New York, for the years 1813, 1814, and 1815, - -	17,399 36
Arsenal at Watervliet, New York, for the years 1814 and 1815, - - -	76,516 20
Arsenal at Newport, Ky. from 1803 to 1811, - - - -	31,427 32

Abstract A also exhibits a statement of the expenses attending the transportation of ordnance and ordnance stores from the Atlantic to the Western States, so far as the same could be collected from the accounts on file in this office. No distinct account having been kept for the transportation of ordnance to the Western States, nor, indeed, generally, the expenditure could only be ascertained by reference to the accounts of such disbursing officers as were known likely to have made payments for this purpose; and in this reference the data are extremely defective and uncertain, because the article transported is often not mentioned in the account paid for the transportation, and consequently cannot be ascertained; and as the accounts settled prior to the year 1813 were destroyed by the enemy, it will readily be conceived that the statement, in this respect, contains but a part of the expenses incurred for transportation. I deem it also proper to remark, that, as separate and distinct accounts for the armories and arsenals were kept only for a part of the periods included in the abstract, and the accounts settled prior to the year 1813 having been destroyed, the statements are necessarily made from the entries on the books, so far as they specifically designate the purpose, and the residue extracted from such accounts of the disbursing officers as recourse could be had to. The statements, therefore, although not embracing the full amount of expenditures for buildings and repairs at each of the armories and arsenals, are as perfect as the documents in this office enable me to make. The accounts for expenditures at the armories and arsenals, subsequent to the war, were adjusted in the office of the Second Auditor.

With great respect, your obedient servant,

PETER HAGNER, *Auditor.*

Hon. J. C. CALHOUN, *Secretary of War.*

A.

Abstract of expenditures at the following armories for constructing and repairing the same, and for canals.

At Harper's Ferry.	
1798, - - - - - - - - - -	$3,000 00
1799, - - - - - - - - - -	18,392 62
1800, The entries on the books for this year do not designate the sums expended for the above purposes; and the accounts having been burnt, the sum is not ascertainable.	
1801, - - - - - - - - - -	2,556 98
1802, - - - - - - - - - -	6,211 59
1803, - - - - - - - - - -	6,619 37
1804, - - - - - - - - - -	6,783 81
1805, - - - - - - - - - -	4,813 32
1806, - - - - - - - - - -	14,183 63
1807, - - - - - - - - - -	10,049 26
1808, - - - - - - - - - -	43,018 08
1809, - - - - - - - - - -	31,611 98
1810, - - - - - - - - - -	16,498 36
1811, - - - - - - - - - -	12,158 42
1812, - - - - - - - - - -	18,502 54
1813, - - - - - - - - - -	8,834 61
1814, - - - - - - - - - -	1,466 20
1815, None to the end of the third quarter; thereafter the accounts settled in the office of the Second Auditor.	
Buildings, canals, and repairs, - - - - - - -	$204,700 77
Armory at Springfield.	
1798, - - - - - - - - - -	$3,167 30
1799, - - - - - - - - - -	2,819 04
1800, - - - - - - - - - -	19,698 10
1801, The journal entries for this year and a part of 1800 not designating the sums expended for building or repairs, and the accounts being burnt, the amount is not ascertainable.	
1802, - - - - - - - - - -	451 11
1803, - - - - - - - - - -	425 74
1804, - - - - - - - - - -	2,514 84
1805, - - - - - - - - - -	5,541 55
1806, - - - - - - - - - -	6,971 37
1807, - - - - - - - - - -	9,579 95
1808, - - - - - - - - - -	31,684 09
1809, - - - - - - - - - -	15,718 04
1810, - - - - - - - - - -	1,855 37
1811, - - - - - - - - - -	555 25
1812, - - - - - - - - - -	2,120 13
1813, - - - - - - - - - -	1,595 71
1814, - - - - - - - - - -	544 30
1815, First and second quarters, - - - - - - -	12 42
The disbursements subsequently made at this arsenal were accounted for at the office of the Second Auditor.	
Building and repairs, - - - - - - - - -	$105,254 31

Statement of moneys expended for the transportation of ordnance and ordnance stores from the places at which they were made or purchased in the Atlantic States, to the places at which they were to be delivered or used in the Western States, as far as the same is ascertainable from the books of the Third Auditor of the Treasury.

Year.	Muskets and bayonets.	Rifles.	Cartridge boxes.	Cartridges.	Flints.	Pistols.	Horsemen's swords.	Carbines.		Dolls. Cts.
1812	1,000	-	500	30,000	10,000	-	-	-	Harper's Ferry to Knoxville, Tennessee, -	1,982 29
	20,500	1,000	-	-	-	500	100	500	Harper's Ferry, as far as Pittsburg, Penn., -	12,442 88
1814	6,000	-	-	-	-	-	-	-	Harper's Ferry, as far as Pittsburg, Penn., -	4,295 65

TREASURY DEPARTMENT, THIRD AUDITOR'S OFFICE, *September* 7, 1822.

PETER HAGNER, *Auditor.*

Note by the Ordnance Department.—It appears by the arsenal returns that the arms above mentioned as having been forwarded in the year 1812, were all forwarded from Pittsburg during the same year, except 4,000 muskets.

DECEMBER 18, 1822.

B.

Abstract of expenditures made on account of buildings and repairs at the following arsenals, ascertained from the books and accounts in the office of the Third Auditor of the Treasury.

	Amount.
Schuylkill, Pennsylvania.	
1799, - - - - - - - - - -	$12,695 60
1800, - - - - - - - - - -	94,709 24
1801, - - - - - - - - - -	32,324 37
1802, - - - - - - - - - -	6,615 55
From 1803, to include the first quarter of 1812, the entries on the books do not designate any sums paid for repairs; and the accounts for that period having been burnt, if any repairs were made, the amount cannot be ascertained.	
1812, in the last three quarters, - - - - - - - -	1,796 76
1813, - - - - - - - - - -	524 24
Subsequent to 1813, to include the first quarter of 1816, the accounts exhibit no expenditures for buildings and repairs, other than small contingent repairs, such as repairing glass, pumps, pavements, &c. After this period the accounts for expenditures at this arsenal were settled in the office of the Second Auditor.	
Amount, - - -	$148,665 76
Pittsburg, Pennsylvania.	
1814, - - - - - - - - - -	$22,226 90
1815, three quarters of this year, - - - - - - - -	44,209 57
Subsequent to the third quarter of 1815, the accounts for expenditures at this arsenal were settled in the office of the Second Auditor.	
Amount, - - -	$66,436 47
Rome, New York.	
1813, - - - - - - - - - -	$755 91
1814, - - - - - - - - - -	1,347 95
1815, - - - - - - - - - -	15,295 50
Amount, - - -	$17,399 36
Watervliet, New York.	
1814, - - - - - - - - - -	$71,363 94
1815, - - - - - - - - - -	5,152 26
Amount, - - -	$76,516 20
Newport, Kentucky.	
1803 and 1804, - - - - - - - - - -	$10,722 35
1805 to 1808, - - - - - - - - - -	15,874 72
1809, - - - - - - - - - -	4,696 89
1810 and 1811, - - - - - - - - - -	133 36
The accounts of the disbursing officer at Newport for expenditures at this arsenal subsequent to 1811 were adjusted in the office of the Second Auditor.	
Amount, - - -	$31,427 32

Arsenal near New York.

The expenditures for this arsenal not having been separately kept or designated in the accounts of the disbursing officers, but appearing to be included generally as expenses on the fortifications in the harbor of New York, the sums expended for buildings and repairs are, therefore, not ascertainable.

Arsenal at Greenleaf's Point.

The expenditures for the erection of this arsenal and for repairs were made subsequent to the war, the former buildings having been destroyed by the enemy; the accounts are to be found in the office of the Second Auditor.

TREASURY DEPARTMENT, THIRD AUDITOR'S OFFICE, *September* 7, 1822.

PETER HAGNER, *Auditor.*

17th Congress.] No. 237. [2d Session.

ARMY REGISTER FOR THE YEAR 1823.

COMMUNICATED TO THE SENATE, JANUARY 13, 1823.

SIR: WAR DEPARTMENT, *January* 10, 1823.

Conformably to a resolution of December 13, 1815, I have the honor to transmit forty-eight copies of the last Army Register of the United States, for the use of the members of the Senate.

I have the honor to be, sir, with perfect respect, your obedient servant,

J. C. CALHOUN.

To the PRESIDENT OF THE SENATE U. S.

ARMY REGISTER FOR 1823.

General Staff.

Names and rank.	Date of appointment.	Brevet and former commissions.	Remarks.
Jacob Brown, major general,	Jan. 24, 1814,	-	Washington.
Edmund P. Gaines, brigadier general,	March 9, 1814,	Aug. 15, 1814, major general brevet,	Comd'ng west. depart.
Winfield Scott, brigadier general,	March 9, 1814,	July 25, 1814, major general brevet,	Comd'ng east. depart.
Thomas S. Jesup, brigadier general, and quartermaster general,	May 8, 1818,	-	Washington.
——— ———, adjutant general,	-	-	Washington.
John E. Wool, inspector general,	April 29, 1816,	Colonel.	
S. B. Archer, inspector general,	Nov. 10, 1821,	Colonel.	
William Linnard, quartermaster,	May 12, 1813,	Major,	Philadelphia.
Henry Stanton, quartermaster,	May 13, 1820,	Major,	Detroit.
For assistant quartermasters, see officers of the line.			
Subsistence Department.			
Colonel George Gibson, com. gen. subsistence,	April 18, 1818,	-	Washington.
For assistant commissaries of subsistence, see the subalterns of the line.			
Purchasing Department.			
Callender Irvine, commissary of purchases,	Aug. 8, 1812,	-	Philadelphia.
Pay Department.			
Colonel N. Towson, paymaster general,	-	-	Office, Washington.
Thomas Wright, paymaster,	June 22, 1815,	-	Pensacola.
Asher Phillips, do.	Aug. 26, 1815,	-	Louisville, Kentucky.
Alphonso Wetmore, do.	Oct. 14, 1815,	-	Franklin, Missouri Ter.
Benjamin F. Larned, do.	Nov. 24, 1815,	-	Baton Rouge.
Satterlee Clark, do.	April 29, 1816,	-	Utica, New York.
David Gwynne, do.	April 29, 1816,	-	Detroit, Michigan Ter.
David S. Townsend, do.	April 29, 1816,	-	Boston, Massachusetts.
Jacob W. Albright, do.	July 9, 1816,	-	Philadelphia.
Charles B. Tallmadge, do.	March 27, 1818.		
Daniel Randall, do.	July 21, 1818,	-	Baton Rouge.
Charles H. Smith, do.	Nov. 24, 1819,	-	Norfolk, Virginia.
Thomas Biddle, do.	Aug. 7, 1820,	-	St. Louis.
A. A. Massias, do.	Dec. 12, 1820,	-	Charleston.
T. P. Andrews, do.	May 22, 1822,	-	Washington.
Medical Department.			
Joseph Lovell, surgeon general,	April 18, 1818,	-	Washington.
Thomas Lawson, surgeon,	May 21, 1813,	-	7th infantry.
Thomas G. Mower, do.	June 30, 1814,	-	New York.
B. F. Harney, do.	Aug. 17, 1814,	-	Baton Rouge.
W. V. Wheaton, do.	Sept. 4, 1816,	-	Green bay.
John Gale, do.	April 18, 1818,	-	Council Bluffs.
Josiah Everett, do.	Jan. 28, 1820,	-	West Point.
Edward Purcell, do.	June 18, 1821,	-	St. Peter's.
B. Delavan, do.	Jan. 27, 1823,	-	Pensacola.
George W. Maupin, assistant surgeon,	Nov. 5, 1802,	-	Fort Nelson, Virginia.
Joseph Goodhue, do.	Feb. 8, 1803,	-	Fort Constitution.
James H. Sargent, do.	March 6, 1806,	-	Fort Sullivan.
Sylvester Day, do.	Dec. 9, 1807,	-	Watervliet arsenal.
William Turner, do.	Sept. 29, 1812,	-	Fort Wolcott.
Hanson Catlett, do.	Feb. 18, 1813,	-	Pittsburg.
Foster Swift, do.	Feb. 18, 1814,	-	Fort Trumbull.
T. I. C. Monroe, do.	April 29, 1816,	-	Arsenal, Richmond.
Samuel B. Smith, do.	Nov. 12, 1816,	-	Fort Mifflin.
James Mann, do.	April 18, 1818,	-	Boston harbor.
J. Wallace, do.	April 18, 1818,	-	Fort McHenry.

GENERAL STAFF—Continued.

Names and rank.	Date of appointment.	Brevet and former commissions.	Remarks.
William Stewart, assistant surgeon,	April 18, 1818.		
Joseph Eaton, do.	April 18, 1818,	- -	Fort Preble.
Robert Archer, do.	April 18, 1818,	- -	Fort Norfolk.
George C. Clitherall, do.	April 18, 1818,	- -	Fort Johnson, N. C.
Squire Lea, do.	May 15, 1818,	- -	Fort St. Philip.
Joseph P. Russell, do.	Aug. 10, 1818,	- -	Fort Jackson, Savannah.
Richard Weightman, do.	Aug. 21, 1818,	- -	St. Augustine.
L. P. C. McMahon, do.	July 23, 1819,	- -	Pensacola.
Wm. Beaumont, do.	Dec. 4, 1819,	- -	Mackinac.
William H. Nicoll, do.	Jan. 28, 1820,	- -	Council Bluffs.
Robert French, do.	April 12, 1820,	- -	Fort Diamond.
James Cutbush, do.	May 16, 1820,	- -	West Point.
Wm. S. Comstock, do.	Oct. 12, 1820,	- -	New York.
Richard Randall, do.	Oct. 12, 1820,	- -	Charleston harbor.
George B. McKnight, do.	Oct. 13, 1820,	- -	Dauphin Island.
Lyman Foot, do.	Dec. 12, 1820,	- -	Sault St. Mary.
Thomas P. Hall, do.	Dec. 12, 1820,	- -	Chicago.
S. H. Littlejohn, do.	June 1, 1821,	- -	Sackett's Harbor.
C. A. Finley, do.	June 1, 1821,	- -	Fort Smith.
Charles Mendenhall, do.	June 1, 1821,	- -	Prairie du Chien.
R. M. Coleman, do.	June 1, 1821,	- -	Baton Rouge.
Benjamin King, do.	June 1, 1821,	- -	Augusta.
A. P. Merrill, do.	June 1, 1821,	- -	Barrancas.
H. F. Hall, do.	June 1, 1821,	- -	Green bay.
Prestley H. Craig, do.	June 1, 1821,	- -	Fort Armstrong.
John Jackson, do.	June 1, 1821,	- -	Fort Washington.
John A. Brereton, do.	July 1, 1821,	- -	Washington.
Henry Stevenson, do.	July 16, 1821,	- -	St. Mark's.
Mordecai Hale, do.	Oct. 27, 1821,	- -	Plattsburg, New York.
Richard S. Satterlee, do.	Feb. 25, 1822,	- -	Detroit.
Zina Pitcher, do.	May 8, 1822,	- -	Saganaw bay.
W. E. Langdon, do.	May 8, 1822,	- -	Fort Niagara.
Robert McMillan, do.	July 1, 1822,	- -	Fort Edwards.
Edwin James, do.	Jan. 27, 1823,	- -	Belle Fontaine.
ENGINEER DEPARTMENT.			
Corps of Engineers.			
Alexander Macomb, chief engineer,	July 6, 1812,	Major gen. brevet, Sept. 11, 1814, -	Chief engineer, headquarters, Washington.
General Simon Bernard, -	Nov. 16, 1816,	- -	Assistant engineer.
Charles Gratiot, lieutenant colonel,	March 31, 1819.		
J. G. Totten, major, - -	Nov. 12, 1818,	Lieut. col. brevet, Sept. 11, 1814.	
Samuel Babcock, major, -	Mar. 31, 1819.		
Sylvester Thayer, - captain,	Oct. 13, 1813,	Maj. brvt., Feb. 20, 1815.	
R. E. De Russy, - do.	Feb. 9, 1815,	Bvt., Sept. 11, 1814.	
Fred. Lewis, - do.	Oct. 1, 1817.		
T. W. Maurice, - do.	Nov. 12, 1818		
Hipol. Dumas, - do.	Mar. 31, 1819.		
John L. Smith, - do.	Aug. 29, 1820.		
Hor. C. Story, - first lieutenant,	April 15, 1818,	Bvt., Sept. 17, 1814.	
George Blaney, - do.	Nov. 12, 1818.		
Thos. I. Leslie, - do.	Mar. 31, 1819,	- -	Paymaster, New York.
Wm. H. Chase, - do.	Mar. 31, 1819.		
Rd. Delafield, - do.	Aug. 29, 1820.		
Andrew Talcott, - do.	Oct. 10, 1820.		
Wm. A. Eliason, - second lieutenant,	July 1, 1819.		
Frederick A. Underhill, do.	July 1, 1819.		
Cornelius A. Ogden, do.	July 1, 1819.		
Henry Brewerton, - do.	July 1, 1819.		
Stephen Tuttle, - do.	Aug. 29, 1820,	Bvt., July 1, 1820.	
Edw. H. Courtenay, do.	July 1, 1821.		
George Dutton, - do.	July 1, 1822,	Brevet.	
Joseph Mansfield, - do.	July 1, 1822,	Brevet.	
Topographical Engineers.			
John Anderson, - major,	April 12, 1813.		
Isaac Roberdeau, - do.	April 29, 1813.		
John J. Abert, - do.	Nov. 22, 1814.		
James Kearney, - do.	April 29, 1816.		
Stephen H. Long, - do.	April 29, 1816.		
P. H. Perrault, - do.	Feb. 17, 1817.		
Assistant Topographical Engineers.			
Wm. Tell Poussin, - captain,	Mar. 6, 1817.		
John Leconte, - do.	April 18, 1817.		
Hartman Bache, - do.	July 24, 1818.		
W. G. McNeill, - do.	Jan. 27, 1823.		

MILITARY ACADEMY, WEST POINT, NEW YORK.

INSPECTOR.

Brevet Major General Alexander Macomb, Chief Engineer, (*ex officio*) inspector of the Military Academy.

SUPERINTENDENT AND COMMANDANT.

Brevet Major S. Thayer, corps of engineers.

ACADEMIC STAFF.

Jared Mansfield, professor of natural and experimental philosophy.
Charles Davies, assistant professor of natural and experimental philosophy.
Captain David B. Douglass, professor of mathematics.
Lieutenant Samuel S. Smith, (3d artillery,) assistant professor of mathematics.
Lieut. Horace Webster, (3d infantry,) acting professor of mathematics.
Lieut. William H. Bell (4th artillery,) acting professor of mathematics.
Lieut. Edward C. Ross, (4th artillery,) acting professor of mathematics.
Claude Crozet, professor of engineering.
Lieut. Edward H. Courteney, (corps of engineers,) assistant professor of engineering.
Thomas Picton, chaplain and professor of ethics.
Brevet Major W. I. Worth, (1st artillery,) commandant of the corps of cadets, and instructor of tactics.
Lt. Z. I. D. Kinsley, (3d artillery,) assistant commandant of the corps of cadets, and instructor of tactics.
Lieutt. H. H. Gird, (4th artillery,) assistant commandant of the corps of cadets, and instructor of tactics.
Doctor James Cutbush, acting professor of chemistry and mineralogy.
Lieutenant Jonathan Prescott, (1st artillery,) assistant professor of chemistry and mineralogy.
Claudius Berard, 1st teacher of the French language.
Joseph Du Commun, 2d teacher of the French language.
Thomas Gimbrede, teacher of drawing.
Pere Thomas, sword-master.

MILITARY STAFF.

Captain James Green, quartermaster.
Lieutenant George Blaney, corps of engineers, adjutant.
Lieutenant Thomas J. Leslie, corps of engineers, paymaster and treasurer.

First Regiment of Artillery.

Names and rank.	Brevets and former commissions.
COLONEL.	
James House, May 8, 1822.	
LIEUTENANT COLONEL.	
G. Bomford, Feb. 9, 1815,	Brvt. Dec. 22, 1814; ord.
MAJOR.	
J. B. Walbach, April 25, 1818.	Lt. col. brvt. May 1, 1815.
CAPTAINS.	
J. B. Crane, July 6, 1812,	Maj. brvt. Nov. 13, 1813.
A. S. Brooks, July 6,	Maj. brevt. Sept. 11, 1814.
J. L. Eastman, July, 31, 1813.	
James Dalliba, Aug. 5.	Maj. bvt. Feb. 9, 1815; ord.
S. Churchill, Aug. 15.	
W. J. Worth, Aug. 19, 1814.	Maj. brevt. July 25, 1814.
Milo Mason, May 17, 1816.	
H. Whiting, Mar. 3, 1817,	Brevt. Mar. 17, 1814; act. quartermaster.
F. Whiting, Sept. 10, 1819.	
D. T. Welsh, Dec. 1, 1822,	Brevet June 20, 1814.
FIRST LIEUTENANTS.	
H. Saunders, July 14, 1814,	Assist. com. subsistence.
E. Kirby, May 1, 1817,	Aid to General Brown.
P. Melendy, Oct. 24, 1817,	Assist. com. subsistence.
R. M. Kirby, Mar. 23, 1818,	Capt. brvt. Sept. 17, 1814.
N. G. Dana, April 20,	Assist. com. subsistence.
Timothy Green, do.	Assist. com. subsistence.
J. J. Davis, do.	
W. T. Willard, do.	
H. W. Griswold, Dec. 12,	Adjutant.
B. C. Brent, Mar. 5, 1819.	
W. Smith, June 5,	Assist. com. subsistence.
H. F. Evans, Aug. 8.	
J. Simonson, Oct. 10.	
W. G. McNeill, Dec. 4,	Assist. topographical eng.
J. Symington, May 17, 1820.	
M. A. Patrick, Aug 11,	Assist. com. subsistence.
A. McIntire, Dec. 1, 1822,	Assist. com. subsistence.

First Regiment of Artillery—Continued.

Names and rank.	Brevets and former commissions.
Giles Porter, Feb. 1, 1823.	
SECOND LIEUTENANTS.	
Geo. Webb, July 24, 1818.	
J. Howard, Sept. 1.	
D. Van Ness, Mar. 3, 1819.	
Justin Dimick, July 1.	
Danl. Tyler, do.	
J. M. Edwards, do.	
W. H. Swift, do.	
Lemuel Gates, Aug. 13.	
D. D. Tompkins, July 1, 1820.	
H. I. Feltus, July 1, 1820.	
G. D. Ramsay, do.	
W. T. W. Tone, July 12.	
Hugh P. Welsh, Oct. 27.	
J. Prescott, July 1, 1821.	
C. Dimmock, do.	
W. Wheelwright, do.	
J. H. Cooke, July 1, 1822.	
Aug. Canfield, do.	

Second Regiment of Artillery.

Names and rank.	Brevets and former commissions.
LIEUTENANT COLONEL.	
W. Macrea, April 19, 1814,	Brevet July 10, 1812.
MAJOR.	
J. Hindman, June 26, 1813,	Col. brevet, May 17, 1815.
CAPTAINS.	
Wm. Gates, Mar. 3, 1813.	
A. C. W. Fanning, Mar. 13,	Maj. brevt. Aug. 15, 1814.
I. Roach, jun., April 13.	
J. F. Heileman, May 5.	
George Talcott, Aug. 5,	Ordnance.
C. J. Nourse, June 17, 1816,	Brevet August 15, 1813.
F. S. Belton, July 31, 1817.	
R. A. Zantzinger, Dec. 12, 1818.	Brevet August 15, 1814.
J. Mountfort, Aug. 11, 1819,	Brevet September 11, 1814.
T. C. Legate, May 13, 1820.	

ARMY REGISTER—Continued.

Names and rank.	Brevets and former commissions.
FIRST LIEUTENANTS.	
N. Baden, Aug. 6, 1813.	
Elijah Lyon, Jan. 1, 1817,	Assist. com. subsistence.
Richard Bache, June 15,	Brevet April 17, 1813; assist. com. subsistence.
G. S. Drane, Nov. 15.	
G. W. Gardiner, April 20, 1818.	Assist. com. subsistence.
C. S. Merchant, do.	Assist. com. subsistence.
Charles Mellon, do.	Assist. com. subsistence.
Allen Lowd, do.	Assist. com. subsistence.
H. W. Fitzhugh, do.	Assist. com. subsistence.
John S. Abeel, do.	Brevet October 1, 1814.
R. L. Armstrong, July 2,	Adjutant.
H. S. Mallory, May 31, 1819.	
James Spencer, June 26.	
W. Wells, August 28,	Assist. com. subsistence.
John A. Webber Oct. 31,	Assist. com. subsistence.
F. L. Griffith, Nov. 28.	
C. M. Eakin, May, 13, 1820.	
Saml. Cooper, July 6, 1821.	
SECOND LIEUTENANTS.	
W. E. Williams, June 30, 1818.	
Saml. McKenzie, July 24.	
Edward Harding, do.	
James Green, Sept. 11,	Assistant quartermaster.
A. C. Fowler, Mar. 3, 1819.	
Martin Thomas, March 31.	
G. W. Whistler, July 1.	
I. S. Hepburn, do.	
Jacob A. Dumest, do.	
Henry Gilbert, do.	
T. P. Ridgeley, Aug. 13.	
W. C. De Hart, July 1, 1820.	
James A. Chambers, do.	
Joshua Barney, do.	
W. S. Maitland, do.	
T. Burk, Oct. 27.	
James Grier, July 1, 1821.	
T. R. Ingalls, July 1, 1822.	
John J. Schuler, do.	Brevet.

Third Regiment of Artillery.

COLONEL.	
W. K. Armistead, Nov. 12, 1818.	
LIEUTENANT COLONEL.	
W. Lindsay, Mar. 12, 1813.	
MAJOR.	
James Bankhead, Aug. 15.	
CAPTAINS.	
Roger Jones, July 6, 1812,	Lt. col. bvt. Sept. 17, 1814.
S. B. Archer, do.	Inspector general.
John A. Burd, do.	Maj. brvt. Oct. 31, 1814.
Thos. Stockton, Sept. 10,	Major brvt. April 15, 1814.
H. K. Craig, Dec. 23, 1813.	
Mann P. Lomax, Nov. 17, 1814.	
R. L. Baker, May 21, 1817.	
Felix Ansart, Nov. 28, 1819.	
S. Spotts, May 8, 1822,	Brevet January 8, 1815.
Æneas Mackay, Dec. 31.	
FIRST LIEUTENANTS.	
J. W. Thompson, May 21, 1817.	
Joseph P. Taylor, Nov 24,	Assist. com. subsistence; brevet July 15, 1814.
John A. Dix, Mar. 23, 1818,	Aid to General Brown.
L. G. De Russey, April 20.	
Thomas Childs, do.	Assist. com. subsistence.
G. S. Wilkins, do.	
C. M. Thruston, Ap. 20, 1818.	Adjutant.
Thomas J. Baird, June 2,	Assist. com. subsistence.
Upton S. Frazer, Oct. 20,	Assist. com. subsistence.
T. W. Lendrum, May 30, 1819.	Assist. com. subsistence.
J. W. Phillips, Aug. 4.	
James D. Graham, Sept. 8.	
J. R. Vinton, Sept. 30.	
R. B. Lee, Oct. 31.	
S. S. Smith, Nov. 30, 1820.	
S. Ringgold, May 8, 1822.	
Geo. W. Corprew, Aug. 6.	
W. S. Newton, Dec. 31.	
SECOND LIEUTENANTS.	
W. B. Davidson, Sept. 1, 1818.	
Clif. Wharton, Oct. 28.	
Z. I. D. Kinsley, July 1, 1819.	
John L'Engle, do.	Assist. com. subsistence.
A. Brockenbrough, do.	
L. A. Rigail, August 4,	Assist. com. subsistence.
John Smith, August 13.	
H. Garner, Jan. 28, 1820.	
F. N. Barbarin, July 1.	
J. H. Winder, do.	
Rawl. Lowndes, do.	Aid to General Gaines.
W. H. Kerr, Oct. 27.	
R. D. A. Wade, Oct. 27.	
John F. Scott, July 1, 1821.	
C. G. Smith, July 1, 1822.	
Walter Gwynn, do.	
Campbell Graham, do.	
W. C. Young, do.	
Isaac Trimble, do.	Brevet.

Fourth Regiment of Artillery.

COLONEL.	
J. R. Fenwick, May 8, 1822,	Brevet March 18, 1813.
LIEUTENANT COLONEL.	
Abram Eustis, May 8, 1822,	Brevet September 10 1813.
MAJOR.	
Wm. Wilson, May 8, 1822,	Brevet May 3, 1818.
CAPTAINS.	
E. Humphreys, Jan. 9, 1809,	Maj. brevet, Dec. 28, 1814.
B. K. Pierce, Oct. 1, 1813.	
M. M. Payne, Mar. 2, 1814.	
John R. Bell, Oct. 10.	
Wm. Wade, Feb. 9, 1815,	Ordnance.
G. N. Morris, Jan. 15, 1817.	
J. H. Ballard, April 22.	
John Erving, Ap. 25, 1818.	
Abm. L. Sands, Sept. 17.	
L. Whiting, May 21, 1822.	
FIRST LIEUTENANTS.	
M. S. Massey, Aug. 5, 1817.	
W. L. McClintock, Sep. 29,	Assist. com. subsistence.
I. L. Gardner, Ap. 20, 1818,	Assistant quartermaster.
John Monroe, April 20,	Assist. com. subsistence.
Jac. Schmuck, April 20,	Brevet July 25, 1814.
J. W. Ripley, April 20.	
Hugh K. Mead, April 20,	Assist. com. subsistence.
Patrick H. Galt, Sept. 26,	Aid to General Scott.
James Monroe, Dec. 31.	
I. A. Adams, July 31, 1819.	
Ch. Despenville, Sept. 10.	
John C. Kirk, Sept. 30.	
I. M. Washington, May 23, 1820.	
Har. Brown, Aug. 23, 1821,	Assist. com. subsistence.
Joseph N. Chambers, May 21, 1822.	
Joseph Strong, July 1.	

ARMY REGISTER—Continued.

Names and rank.	Brevets and former commissions.
Chas. Ward, July 20, 1822.	
H. A. Thompson, Dec. 31,	Adjutant.
SECOND LIEUTENANTS.	
Wm. Turnbull, July 1, 1819.	
Ethan C. Sickles, July 1.	
James R. Blaney, July 1.	
G. C. Hutter, Jan. 28, 1820.	
Wm. H. Bell, July 1.	
E. G. W. Butler, July 1.	
S. B. Dusenbury, July 1.	
E. R. Alberti, July 12.	
Clark Burdine, July 1, 1821.	
Wm. W. Wells, July 1.	
J. C. Holland, July 1.	
Edward C. Ross, July 1.	
John B. Scott, July 1.	
Horace Bliss, July 1, 1822.	
Wm. Cook, July 1.	
Wm. Rose, July 1.	
T. B. Wheelock, July 1.	
David H. Vinton, July 1.	
John Pickell, July 1,	Brevet.
Henry H. Gird, July 1,	Brevet.

First Infantry.

COLONEL.	
T. Chambers, Nov. 10, 1818.	
LIEUTENANT COLONEL.	
Z. Taylor, April 20, 1819.	
MAJOR.	
R. Whartenby, Ap. 30, 1817,	Brevet, May 1, 1814.
CAPTAINS.	
D. E. Twiggs, July 6, 1812,	Major brevet, Sep. 21, 1814.
S. W. Kearney, Ap. 1, 1813.	
Jas. H. Gale, July 31, 1817.	
W. V. Cobbs, Mar. 31, 1819.	
G. Loomis, April 7.	
T. F. Smith, April 25.	
R. B. Mason, July 31.	
Wm. H. Ker, Dec. 1, 1820.	
G. Powell, May 1, 1822.	
Geo. C. Spencer, June 1.	
FIRST LIEUTENANTS.	
E. A. Hitchcock, Oct. 31, 1818.	
W. S. Harney, Jan. 7, 1819.	
W. R. Jouett, March 31.	
T. Barker, July 23, 1820,	Assist. com. subsistence.
Const. Pierce, Sep. 3.	
S. Shannon, Dec. 1.	
E. J. Lambert, May 1, 1822.	
W. Malcolm, June 1.	
J. Mackenzie, Nov. 18.	
Jasper Strong, Jan. 1, 1823.	
SECOND LIEUTENANTS.	
T. J. Ayres, Jan. 28, 1820,	Adjutant.
Mart. Burke, Jan. 28.	
Sam. McRee, July 1.	
Wm. Day, Oct. 27.	
T. P. Gwynne, Dec. 12.	
Jefferson Vail, July 1, 1821.	
W. M. Boyce, July 1, 1822.	
J. J. Abercrombie, July 1.	
Samuel Wragg, July 1.	

Second Infantry.

COLONEL.	
Hugh Brady, July 6, 1812,	Brig. gen. brevet, July 6, 1822.
LIEUTENANT COLONEL.	
W. Lawrence, May 8, 1818,	Brevet, Sept. 15, 1814.
MAJOR.	
Enos Cutler, Feb. 10, 1818,	Brevet, May 1, 1814.
CAPTAINS.	
A. R. Thompson, May 1, 1814.	
Newman S. Clark, Oct. 1,	Brevet, July 25, 1814.
E. Boardman, March 31, 1817.	Brevet, August 1, 1813.
T. J. Beall, Sep. 26, 1818,	Brevet, March 17, 1814.
W. Hoffman, May 1, 1819.	
J. H. Wilkins, Aug. 28.	
G. Dearborn, Sept. 30.	
T. Staniford, Mar. 1, 1820.	
B. A. Boynton, Jan. 8, 1823.	
Owen Ransom, Jan. 25.	
FIRST LIEUTENANTS.	
James Young, June 30, 1814,	Assist. com. subsistence.
Walter Bicker, jr., Sep. 1,	Assist. com. subsistence.
R. M. Harrison, Nov. 1, 1817.	Assistant quartermaster.
C. F. Morton, Mar. 31, 1819.	
Seth Johnson, May 1.	
Joshua B. Brant, Dec. 1,	A. q. m. bvt, Sept. 17, 1814.
John Clitz, Dec. 31,	Adjutant.
E. K. Barnum, Dec. 31, 1820.	
Henry Smith, Jan. 8, 1823,	Assistant quartermaster.
Edwin V. Sumner, Jan. 25.	
SECOND LIEUTENANTS.	
Edmund B. Griswold, Aug. 13, 1819.	
Sam. L. Russel, Aug. 13.	
D. Brooks, Jan. 28, 1820.	
Carlos A. Waite, Jan. 28.	
J. B. Pendleton, July 12.	
J. S. Gallagher, Oct. 4.	
B. H. Wright, July 1, 1822.	
Thompson Morris, July 1.	
Geo. W. Folger, July 1.	

Third Infantry.

COLONEL.	
N. Pinkney, May 13, 1820.	
LIEUTENANT COLONEL.	
John McNeal, jr., Feb. 24, 1824.	Col. brevet, July 25, 1814.
MAJOR.	
D. Baker, June 1, 1819,	Brevet, Aug. 9, 1812.
CAPTAINS.	
W. Whistler, Dec. 31, 1812,	Maj. brevet, Dec. 31, 1822.
John Bliss, May 13, 1813.	
Benj. Watson, August 15,	Major brevet, July 25, 1814.
Hez. Bradley, Ap. 19, 1814.	
John Green, Sept. 25.	
J. Garland, May 7, 1817.	
W. Browning, Nov. 1,	Brevet, October 31, 1814.
J. S. Nelson, Aug. 13, 1819,	Brevet, April 30, 1813.
S. H. Webb, July 9, 1820.	
W. G. Belknap, Feb. 1, 1822.	
FIRST LIEUTENANTS.	
John B. Clark, May 7, 1817,	Assist. com. subsistence.
Ed. E. Brooks, June 1.	
A. Lewis, Feb. 10, 1818,	Assist. com. subsistence.
T. J. Harrison, Ap. 20.	

ARMY REGISTER—Continued.

Names and rank.	Brevets and former commissions.
R. C. Pomeroy, Sep. 1, 1818.	
James Dean, Oct. 31,	Adjutant.
H. Webster, Apr. 5, 1820.	
Henry H. Loring, Oct. 17.	
S. W. Hunt, Feb. 1, 1822.	
H. N. Baker, Sept. 3,	Assist. com. subsistence.
SECOND LIEUTENANTS.	
J. W. Webb, Aug. 13, 1819.	
Benjamin Walker, Dec 31.	
L. N. Morris, July 1, 1820.	
Stewart Cowan, July 12.	
James B. Allen, Oct. 27.	
Otis Wheeler, July 1, 1821.	
Henry Bainbridge, July 1.	
Geo. Wright, July 1, 1822.	
John D. Hopson, July 1.	
Allen M. Wright, July 1.	

Fourth Infantry.

COLONEL.	
D. L. Clinch, Ap. 20, 1819.	
LIEUTENANT COLONEL.	
G. M. Brooke, Mar. 1, 1819,	Col. brevet, Sept. 17, 1814.
MAJOR.	
Wm. Bradford, Oct. 6, 1822,	Brevet, August 20, 1814.
CAPTAINS.	
S'drs Donoho, July 6, 1812,	Maj. brevet, July 6, 1822.
J. H. Hook, May 20, 1813.	
J. S. McIntosh, Mar. 8, 1817.	
J. M. Glassell, Feb. 10, 1818.	
Francis L. Dade, Feb. 24.	
Philip Wager, May 8.	
H. Wilson, Apr. 20, 1819.	
R. M. Sands, April 30.	
F. W. Brady, Dec. 31, 1820.	
H. R. Dulany, Feb. 3, 1822.	
FIRST LIEUTENANTS.	
Wm. Lear, Feb. 24, 1818.	
Jer. Yancey, Dec. 1.	
G. W. Allen, Jan. 1, 1819.	
J. Page, Jan. 1.	
E. Webb, July 31.	
Wm. M. Graham, Aug. 11.	
E. H. Alexander, Aug. 20, 1820.	
T. Johnston, Dec. 31.	
J. B. Shaw, Feb. 3, 1822.	
W. H. Mann, Jan. 1, 1823.	
SECOND LIEUTENANTS.	
A. W. Thornton, Nov. 30, 1819.	Assist. com. subsistence.
Geo. Mountz, Jan. 28, 1820.	
J. B. Triplet, Oct. 27.	
Wm. Martin, Oct. 27,	Adjutant.
P. Morrison, Oct. 27.	
Ed. N. Dulany, Oct. 27.	
W. Lacey, July 1, 1822.	
Eustace Trenor, July 1.	
Geo. A. McCall, July 1.	

Fifth Infantry.

COLONEL.	
J. Snelling, June 1, 1819.	
LIEUTENANT COLONEL.	
W. Morgan, Nov. 10, 1818.	
MAJOR.	
J. H. Vose, Dec. 31, 1820,	Brevet, August 4, 1814.
CAPTAINS.	
C. Larrabee, Sept. 12, 1812,	Maj. brevet, Aug. 9. 1812.
S. Burbank, Mar. 13, 1813,	Maj. brevet, July 25, 1814.
Geo. Bender, May 13,	Assistant quartermaster.
M. Marston, June 26,	Maj. brevet, Aug. 15, 1814.
J. Fowle, jr., June 10, 1814.	
M. I. Magee, Feb. 10, 1815.	
C. L. Cass, Dec. 31, 1818.	
T. F. Hunt, May 20, 1820,	Assistant quartermaster.
J. Plympton, June 1, 1821.	
D. Wilcox, April 1, 1822.	
FIRST LIEUTENANTS.	
R. A. McCabe, Oc. 16, 1816,	Brevet, May 1, 1814.
Nathan Clark, Mar. 3, 1817,	Assist. com. subsistence.
T. Hunt, July 1,	Assist. com. subsistence.
J. McIlvain, Apr. 30, 1819.	
M. Scott, Nov. 2.	
G. Lowe, March 15, 1820.	
P. R. Green, March 27,	Adjutant.
C. Burbridge, June 1, 1821,	Assist. com. subsistence.
J. B. F. Russell, Nov. 1,	Assist. com. subsistence.
C. C. Hobart, April 1, 1822.	
SECOND LIEUTENANTS.	
J. M. Baxley, Aug. 13, 1819.	
W. E. Cruger, July 12, 1820.	
Phineas Andrews, Oct. 27.	
W. Alexander, Oct. 27.	
S. M. Capron, July 1, 1821.	
Julius A. De Lagnel, July 1.	
St. C'r Denny, July 1, 1822.	
David Hunter, July 1.	
John R. Wilcox, July 1.	
Henry Clark, July 1.	

Sixth Infantry.

COLONEL.	
H. Atkinson, Ap. 15, 1814,	Brig. gen. brevet, May 13, 1820.
LIEUTENANT COLONEL.	
Henry Leavenworth, Feb. 10, 1818.	Col. brevet, July 25, 1814.
MAJOR.	
A. Cummings, Ap. 20, 1819.	
CAPTAINS.	
W. S. Foster, Mar. 13, 1813,	Maj. brevet, Aug. 15, 1814.
D. Ketchum, Sept. 30,	Maj. brevet, July 25, 1814.
T. Hamilton, Feb. 21, 1814.	
W. Martin, March 17.	
Wm. Haile, May 14, 1818.	
Wm. Armstrong, July 31.	
Bennet Riley, August 6.	
James S. Gray, Nov. 10.	
E. Shaylor, April 30, 1819.	
J. Clark, jr., Aug. 27, 1822.	
FIRST LIEUTENANTS.	
John Gantt, April 5, 1818.	
Gab. Field, April 15.	
C. Pentland, July 31,	Adjutant.
T. W. Kavanaugh, Nov. 10.	
J. Brown, Aug. 18, 1819,	Assist. com. subsistence.
Z. C. Palmer, Mar. 1, 1820,	Assist. com. subsistence.
Alf. Mitchell, Dec. 1.	
W. D. McCray, Novem. 5, 1821.	
W. N. Wickliffe, Aug. 27, 1822.	
John Bradley, Oct. 2.	

ARMY REGISTER—Continued.

Names and rank.	Brevets and former commissions.
SECOND LIEUTENANTS.	
N. I. Cruger, July 1, 1820.	
Thomas Noel, July 1.	
W. W. Morris, July 1.	
J. Pentland, July 1, 1821.	
Jason Rogers, July 1.	
D. M. Porter, July 1.	
Seventh Infantry.	
COLONEL.	
M. Arbuckle, Mar. 16, 1820.	
LIEUTENANT COLONEL.	
J. B. Many, June 1, 1821.	
MAJOR.	
A. R. Woolley, Feb. 9, 1815.	
CAPTAINS.	
W. Davenport, Sept. 28, 1812.	Maj. brevet, Sept. 28, 1822.
John Jones, July 29, 1813.	
Geo. Birch, Aug. 31, 1816.	
R. B. Hyde, Oct. 31, 1818.	
Nath. Young, Jan. 1, 1819.	
G. Leftwich, June 15, 1820.	
Truman Cross, Sept. 27,	Assistant quartermaster.
D. E. Burch, June 30, 1820,	Assistant quartermaster.
H. Berryman, Oct. 6, 1822.	
Geo. Murdock, Dec. 31.	
FIRST LIEUTENANTS.	
J. Wheelock, Mar. 19, 1819.	
John Philbrick, April 11,	Assist. com. subsistence.
N. G. Wilkinson, May 31.	
W. N. Bronaugh, Dec. 31.	
Rich. Wash, June 30, 1820.	
B. L. E. Bonneville, July 9.	
J. B. Hobkirk, Oct. 31.	
Pierce Butler, Mar. 1, 1822.	
John Stewart, Oct. 6.	
W. S. Colquhoun, Dec. 31.	
SECOND LIEUTENANTS.	
W. W. Outlaw, Dec. 4, 1819.	
E. S. Hawkins, July 1, 1820.	
C. Thomas, June 1, 1821.	
James Dawson, June 1,	Adjutant.
Alex. H. Morton, July 1.	
Francis Lee, July 1, 1822.	
J. R. Stephenson, July 1.	
Thomas Johnson, July 1.	
Thomas McNamara, July 1.	

LINEAL RANK.

COLONELS.	
Hugh Brady,	2 infantry, brig. gen. brevet.
Henry Atkinson,	6 infantry, brig. gen. brevet.
T. Chambers,	1 infantry.
W. K. Armistead,	3 artillery.
Duncan L. Clinch,	4 infantry.
J. Snelling,	5 infantry.
Matthew Arbuckle,	7 infantry.
Ninian Pinkney,	3 infantry.
John R. Fenwick,	4 artillery.
James House,	1 artillery.
LIEUTENANT COLONELS.	
William Lindsay,	3 artillery.
William McRea,	2 artillery.
George Bomford,	1 artillery.
Henry Leavenworth,	6 infantry, colonel brevet.
J. McNeal, jun.,	3 infantry, colonel brevet.
William Lawrence,	2 infantry.
W. Morgan,	5 infantry.
George M. Brooke,	4 infantry, colonel brevet.
Z. Taylor,	1 infantry.
James B. Many,	7 infantry.
Abraham Eustis,	4 artillery.
MAJORS.	
J. Hindman,	2 artillery, colonel brevet.
James Bankhead,	3 artillery.
A. R. Woolley,	7 infantry.
Richard Whartenby,	1 infantry.
E. Cutler,	2 infantry.
John B. Walbach,	1 artillery, lt. col. brevet.
Alexander Cummings,	6 infantry.
Daniel Baker,	3 infantry.
J. H. Vose,	5 infantry.
William Wilson,	4 artillery.
W. Bradford,	4 infantry.
CAPTAINS.	
Enoch Humphreys,	4 artillery, major brevet.
J. B. Crane,	1 artillery, major brevet.
R. Jones,	3 artillery, lt. col. brevet.
Alexander S. Brooks,	1 artillery, major brevet.
S. B. Archer,	3 artillery, inspector gen.
John A. Burd,	3 artillery, major brevet.
Sanders Donoho,	4 infantry, major brevet.
David E. Twiggs,	1 infantry, major brevet.
Thomas Stockton,	3 artillery, major brevet.
C. Larabee,	5 infantry, major brevet.
William Davenport,	7 infantry, major brevet.
William Whistler,	3 infantry, major brevet.
William Gates,	2 artillery.
A. W. C. Fanning,	2 artillery, major brevet.
William S. Foster,	6 infantry, major brevet.
S. Burbank,	5 infantry, major brevet.
Stephen W. Kearney,	1 infantry.
J. Roach, Jun.	2 artillery.
J. F. Heileman,	2 artillery.
George Bender,	5 infantry.
John Bliss,	3 infantry.
James H. Hook,	4 infantry.
M. Marston,	5 infantry, major brevet.
John Jones,	7 infantry.
J. L. Eastman,	1 artillery.
J. Dalliba,	1 artillery, major brevet.
G. Talcott,	2 artillery.
S. Churchill,	1 artillery.
Benjamin Watson,	3 infantry, major brevet.
Daniel Ketchum,	6 infantry, major brevet.
B. K. Pierce,	4 artillery.
H. K. Craig,	3 artillery.
Thomas Hamilton,	6 infantry.
M. M. Payne,	4 artillery.
W. Martin,	6 infantry.
H. Bradley,	3 infantry.
Alexander R. Thompson,	2 infantry.
J. Fowle, Jun.,	5 infantry.
W. J. Worth,	1 artillery, major brevet.
John Green,	3 infantry.
Newman S. Clarke,	2 infantry.
John R. Bell,	4 artillery.
M. P. Lomax,	3 artillery.
W. Wade,	4 artillery.
M. J. Magee,	5 infantry.
Milo Mason,	1 artillery.
Charles J. Nourse,	2 artillery.
George Birch,	7 infantry.
George N. Morris,	4 artillery.
Henry Whiting,	1 artillery.
J. S. McIntosh,	4 infantry.
Elijah Boardman,	2 infantry.
James H. Ballard,	4 artillery.

ARMY REGISTER—Continued.

Lineal Rank.

John Garland,	3 infantry.	J. S. Nelson,	3 infantry.
R. L. Baker,	3 artillery.	John H. Wilkins,	2 infantry.
Francis S. Belton,	2 artillery.	F. Whiting,	1 artillery.
James H. Gale,	1 infantry.	Truman Cross,	7 infantry.
William Browning,	3 infantry.	Greenleaf Dearborn,	2 infantry.
James M. Glassell,	4 infantry.	Felix Ansart,	3 artillery.
F. L. Dade,	4 infantry.	Thomas Staniford,	2 infantry.
J. Erving,	4 artillery.	Thomas C. Legate,	2 artillery.
Philip Wager,	4 infantry.	Thomas F. Hunt,	5 infantry.
William Haile,	6 infantry.	Daniel E. Burch,	7 infantry.
William Armstrong,	6 infantry.	Stephen H. Webb,	3 infantry.
Bennet Riley,	6 infantry.	William H. Ker,	1 infantry.
Ab. L. Sands,	4 artillery.	F. W. Brady,	4 infantry.
Thomas J. Beall,	2 infantry.	J. Plympton,	5 infantry.
R. B. Hyde,	7 infantry.	W. G. Belknap,	3 infantry.
James S. Gray,	6 infantry.	H. R. Dulany,	4 infantry.
R. A. Zantzinger,	2 artillery.	D. Wilcox,	5 infantry.
C. L. Cass,	5 infantry.	G. Powell,	1 infantry.
N. Young,	7 infantry.	S. Spotts,	3 artillery.
W. V. Cobbs,	1 infantry.	L. Whiting,	4 artillery.
Gustavus Loomis,	1 infantry.	G. C. Spencer,	1 infantry.
Henry Wilson,	4 infantry.	J. Clark,	6 infantry.
Thomas F. Smith,	1 infantry.	H. Berryman,	7 infantry.
E. Shaylor,	6 infantry.	D. T. Welch,	1 artillery.
Richard M. Sands,	4 infantry.	Æneas Mackay,	3 artillery.
William Hoffman,	2 infantry.	George Murdock,	7 infantry.
G. Leftwich,	7 infantry.	B. A. Boynton,	2 infantry.
R. B. Mason,	1 infantry.	Owen Ransom,	2 infantry.
John Mountfort,	2 artillery.		

The following officers have heretofore held appointments in the staff of the army, with brevet rank of a higher grade than that which they lineally hold at present:

Names.	Present lineal rank.	Staff appointments with their brevet rank.	Date.
John B. Walbach,	Major,	Adjutant general and colonel,	6 August, 1813
James Bankhead,	Major,	Adjutant general and colonel,	9 September, 1813
John R. Bell,	Captain,	Inspector general and colonel,	28 October, 1814
Roger Jones,	Captain,	Adjutant general and colonel,	10 August, 1818
J. Erving, Jr.,	Captain,	Assistant adjutant general and major,	1 April, 1813
S. Churchill,	Captain,	Assistant inspector general and major,	29 August, 1813
Mann P. Lomax,	Captain,	Assistant adjutant general and major,	3 March, 1814
I. L. Eastman,	Captain,	Assistant inspector general and major,	27 July, 1814
Charles J. Nourse,	Captain,	Assistant adjutant general and major,	14 September, 1814
F. S. Belton,	Captain,	Assistant adjutant general and major,	18 October, 1814
Milo Mason,	Captain,	Deputy quartermaster general and major,	29 April, 1816
R. M. Kirby,	1st lieutenant,	Assistant adjutant general and major,	29 April, 1816
J. M. Glassell,	Captain,	Assistant adjutant general and major,	22 May, 1818
T. Cross,	Captain,	Assistant inspector general and major,	17 October, 1820
James Green,	2d lieutenant,	Assistant deputy quartermaster gen. and capt.,	11 September, 1818
R. M. Harrison,	1st lieutenant,	Assistant deputy quartermaster gen. and capt.,	3 May, 1819
J. B. Brant,	1st lieutenant,	Assistant deputy quartermaster gen. and capt.,	30 November, 1819
J. L. Gardner,	1st lieutenant,	Assistant deputy quartermaster gen. and capt.,	18 May, 1820

The following list of Cadets is attached to the Army Register, conformably to a regulation for the government of the Military Academy, requiring the names of the most distinguished Cadets, not exceeding five in each class, to be reported for this purpose at each annual examination.

REPORTED AT THE EXAMINATION IN JUNE, 1822.

Names.	Studies in which each Cadet particularly excels.
First Class.	
George Dutton,	Mathematics, natural philosophy, engineering, chemistry and mineralogy, history and moral science, drawing, French language, and tactics.
Joseph Mansfield,	Mathematics, natural philosophy, engineering, chemistry and mineralogy, history and moral science, drawing and tactics.
Charles G. Smith,	Natural philosophy, engineering, history and moral science, drawing, and tactics.
Thomas R. Ingalls,	Mathematics, natural philosophy, chemistry and mineralogy, history and moral science, and French language.
Horace Bliss,	Natural philosophy, engineering, chemistry and mineralogy, and tactics.
Second Class.	
Alfred Mordecai,	Natural and experimental philosophy and chemistry.
Reuben Holmes,	Natural and experimental philosophy, chemistry, and drawing.
George C. Richards,	Natural and experimental philosophy and chemistry.
George S. Green,	Natural and experimental philosophy and chemistry.
Samuel U. Sutherland,	Natural and experimental philosophy.

ARMY REGISTER—Continued.

Names.	Studies in which each Cadet particularly excels.
Third Class.	
Dennis H. Mahon,	Mathematics and French language
Robert P. Parrott,	Mathematics and French language.
John B. Findlay,	Mathematics and French language.
John W. A. Smith,	Mathematics.
Napoleon B. Bennett,	Mathematics and French language.
Fourth Class.	
Alexander D. Bache,	Mathematics and French language.
Horace Smith,	Mathematics and French language.
Matthew R. T. Harrison,	Mathematics and French language.
Peter McMartin,	Mathematics and French language.
Thompson S. Brown,	Mathematics.

The Western Department comprises all west of a line drawn from the southernmost point of East Florida to the northwest extremity of lake Superior, taking in the whole of Tennessee and Kentucky; and the Eastern Department all east of such line.

The head-quarters of the general-in-chief is in the District of Columbia.

The head-quarters of the commanding general of the Western Department is at Louisville, Kentucky; and the head-quarters of the commanding general of the Eastern Department is at Governor's Island, New York.

Cadets, acting as supernumerary officers in the army, by brevet commissions, will be promoted successively to vacancies which may occur in the lowest grade of the arm to which they may be attached, conformably to the rank held by each on the merit roll when recommended for promotion.

Those officers, whose stations are changed by transfers and promotions, will report for duty accordingly.

17th CONGRESS.] No. 238. [2d SESSION.

ARMORY ON THE WESTERN WATERS.

COMMUNICATED TO THE SENATE BY THE PRESIDENT OF THE UNITED STATES, JANUARY 13, 1823.

SIR: ORDNANCE DEPARTMENT, *January* 8, 1823.

In answer to the resolution of the Senate, of the 23d ultimo, I have the honor to report, that "the number of arms required annually to supply the militia of the West is estimated at 3,500 muskets. This estimate is founded upon the following considerations, viz: The annual appropriation of $200,000 for arming and equipping the militia, it is estimated, will insure a product of 14,000 muskets annually, and defray all the incidental expenses of inspecting, packing boxes, carriage to the arsenals, and transportation to the respective States and Territories. That number of muskets, or other arms equivalent thereto, is therefore required for annual distribution to the whole body of the militia of the United States; and it is estimated that one-fourth of that number (3,500) will be required for the militia of the West. This proportion is founded upon the consideration that such of the western States and Territories which would be supplied from the western armory contain one-fourth of the entire population of the United States.

To ascertain "the probable number of arms necessary to be placed in the military deposites located on the western waters," the following facts and views are respectfully submitted.

The total number of arms, in good order for service, now deposited in the several depots of the United States, is as follows, viz:

Muskets,	268,890
Rifles,	20,689
Pistols,	34,859
Cavalry sabres,	25,062
Artillery swords,	7,762
Total number in all the depots,	357,262

Of the foregoing, the following are deposited in the depots of the West, including Pittsburg, viz:

Muskets,	35,968
Rifles,	6,201
Pistols,	10,654
Cavalry sabres,	10,567
Artillery swords,	2,464
Total number in the western depots,	65,854

If the principle assumed with respect to arms for the militia be taken in this case also, viz: that the general stock of arms in the country should be distributed to the principal sections of it, in a ratio proportionate to the popu-

lation of each, it will appear that the western depots now require about 23,500 stands to give them a due proportion of the general stock. If this calculation be applied to muskets alone, which are the principal arms, the deficiency in the western depots will appear to be about 31,000.

The average number of arms which are manufactured annually, under the provisions of existing laws, may be estimated as follows, viz:

The product of the two national armories,	24,000
Made by individuals, on contracts for supplying the militia, under the law of 1808,	14,000
Total number now made annually,	38,000

one-fourth of which is 9,500; which number, it is conceived, should be transported to the West, and deposited in the western depots, annually.

There has been transported, from the Atlantic States to the western States and Territories, from 1812 to 1822, both years inclusive, the following number and description of arms, viz:

Muskets,	49,500
Rifles,	6,878
Pistols,	13,990
Cavalry sabres,	12,200
Artillery swords,	2,350
Carbines,	500
Total number transported to the West, during eleven years,	85,418

equal to an annual average number of 7,765.

From the foregoing statements, it results that between seven and eight thousand stands of arms have been annually transported to the West, since the commencement of the late war; that about 25,000 stands are now necessary to be transported thither, in order to give the western depots a due supply; and that, to keep up that supply, nearly 10,000 stands must be annually sent there hereafter.

The amount which has been paid for transporting arms to the West cannot be accurately ascertained. Heretofore, the cost of transportation has been estimated at one dollar per stand, which was probably correct. But it is believed that, owing to the present improved state of the roads, and the general reduction of prices, arms can now be transported for seventy-five cents each.

"The probable cost of manufacturing arms in the West" may be stated to be the same as the cost of the arms made at the armories now established. Iron from the same works which supply the armory at Harper's Ferry can be delivered at any point on the Ohio for the same prices which are paid at Harper's Ferry. Pit coal, charcoal, and gun stocks, can be procured in the West upon much better terms than at either of the present armories. Other articles would cost more in the West than in the Atlantic States.

The wages of workmen, which form about two-thirds of the cost of the arms, may be stated to be as low, at least, in the West as on the seaboard; for it may be presumed that labor will eventually be cheapest where subsistence is most abundant and cheapest.

The probable cost of erecting, at this time, on the "western waters, such an armory as that at Harper's Ferry or Springfield," may be estimated at $200,000, including the purchase of sites, mill-seats, and the erection of mill-dams, buildings, and machinery. This cost, however, will depend materially upon the convenience and fitness of the sites which may be selected.

It would require about three years to erect such an establishment. During the first year, little more could be done than to select the position, and to make preparatory arrangements for a supply of building materials. The sites could not be examined advantageously until late in the summer, when the waters are low; the season would then be too far advanced to commence building. It is estimated that $30,000 would be sufficient for the expenditures of the first year.

In reference to the expediency or inexpediency of establishing an additional armory, it may be proper to state, that muskets belonging to the United States, at the commencement of the late war, have been estimated at upwards of 200,000 stands; and that the number of muskets manufactured during the war was about 60,000. At the close of the year 1814 scarcely 20,000 stands remained in the arsenals, and great efforts were made to procure an additional supply. Had the war continued another year, the deficiency of arms would have occasioned the most embarrassing consequences.

From this statement, it appears that at least 240,000 muskets were expended during the late war, a quantity nearly approaching the number now on hand, as stated in a former part of this report. Thus, it is seen that nearly eight years of peace have been required to make good losses occasioned by a war of less than three years' duration.

The great extent of seacoast and inland frontier necessary to be defended in time of war will render large distributions of arms to the militia and other newly raised troops indispensable; and it is reasonable to presume, as well from past experience as from the nature of the case, that our resources will sooner fail in this respect than in any other of our military supplies. And as so much time is required to put into full operation an establishment for the manufacture of arms upon a large scale, it will not be in the power of the Government, on a sudden emergency, to increase very materially the supply.

If it should be decided to establish an armory in the western country, it would be advisable to advance it gradually, until it reached the extent of the present national armories. Five or six years would be required for this purpose, because a sufficient number of experienced workmen could not be procured in a shorter period, without materially deranging the operations of the armories now established.

The total annual product of arms, with an additional armory upon a scale equal to the present, may be estimated as follows, viz:

Three national armories, 12,000 each,	36,000
The appropriation for arming and equipping the militia,	14,000
Total,	50,000

I have the honor to be, sir, very respectfully, your obedient servant,

GEORGE BOMFORD, *Lt. Col. on ordnance duty.*

The Hon. J. C. CALHOUN.

17th Congress.] No. 239. [2d Session.

LOANS OF GUNPOWDER AND LEAD.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, JANUARY 21, 1823.

Mr. EUSTIS made the following report:

The Committee on Military Affairs report the following additional information on the subject of certain loans of gunpowder and lead, made by officers of the United States to individuals, obtained since the last session of Congress:

It appears, by the report of Lieutenant Colonel Bomford, of the Ordnance Department, submitted herewith, that the loan of three hundred and fifty barrels of gunpowder, made by the late Captain Rees to John R. Mifflin, which was supposed by the committee at the last session to be a total loss, in consequence of the insolvency of the borrower, has, since that time, been assumed by Daniel Bussard, and its return fully secured by a mortgage on his real estate. It also appears that, since January, 1822, there have been received from Daniel Bussard, on account of the loan to Stull & Williams, one hundred and fourteen barrels of gunpowder, and that he has the balance due on account of that loan now ready for delivery at his powder works, waiting for suitable weather to have it proved.

Of the loan made to Dupont de Nemours & Co., no part has been returned since the last session; but it is stated by Lieutenant Colonel Bomford that five hundred barrels of gunpowder will be delivered by them in the month of February next, and five hundred more during the present year.

That George W. Murray has proposed a return of the lead loaned to him by Captain Tyler; and the Fifth Auditor of the Treasury has directed a suspension of legal proceedings against him, to enable him to comply with the terms of his proposition.

And in the remaining case, of the loan to M. Baudry, no further information has been received to induce the committee to suppose there is any prospect of its being returned.

SIR: DEPARTMENT OF WAR, *January* 11, 1823.

In answer to the call of the Military Committee of the 4th instant, I have the honor to communicate herewith a report from the Ordnance Department, containing the information required.

Respectfully, your obedient servant,

J. C. CALHOUN.

To the Hon. W. EUSTIS, *Chairman of the Military Committee, H. R.*

SIR: ORDNANCE DEPARTMENT, *January* 11, 1823.

In reply to the call of the honorable the committee of the House of Representatives, under date of the 4th instant, and referred by you to this department, I have the honor to report as follows:

That, since the last report from this office, rendered in January last, there have been received from Daniel Bussard one hundred and fourteen barrels of gunpowder; and that, from his statement of the 7th instant, (upon which every reliance may be placed,) a copy of which accompanies this, it appears that he has the balance remaining due from him to the Government at his powder works, and only requiring suitable weather for its proof, to be thereafter immediately delivered.

That an arrangement has been made with Dupont de Nemours & Co., by which five hundred barrels more will be delivered on the loan made to them in the month of February next, and, in the course of the present year, five hundred in addition; being a quantity as great as can well or securely be disposed of in the public magazines within the time proposed.

That the return of the unauthorized loan (by a former officer of this department) to John R. Mifflin has been assumed by Daniel Bussard, by an agreement with him, fully secured by a mortgage on his real estate; a copy of which agreement also accompanies this report.

That, in an application to the Fifth Auditor of the Treasury, G. W. Murray has proposed to return the Government loan of lead to him; and that he requests the suspension of the suit against him for three months, to enable him to comply therewith.

That in the only case remaining, (that of M. Baudry,) no returns have been made; the bonds of surety remain with the Fifth Auditor for legal prosecution, or such other measures as the public interest may require.

I beg leave to take this occasion to repeat, and further to explain, what was advanced in my former reports respecting the gain to the United States from the loans or exchanges of inferior or damaged powder for that of the first quality, by stating that it arises principally from the circumstance that the saltpetre which can be extracted from three barrels of damaged powder (the only advantage to be derived) is not, after deducting the expense of the process, equal in value to one barrel of the best quality.

As additional evidence that the above rate of exchange has been considered correct in other instances, a communication from the superintendent of the national armory at Springfield, Massachusetts, is on record in this office, which goes to prove that the best terms he could ascertain for an exchange was at the rate of one pound of good powder for two pounds six ounces of the inferior or damaged kind.

And it appears, from recent proposals of powder manufacturers in other cases, that they offered to receive damaged powder at the rate of seven dollars per hundredweight, provided Government would take that of good quality at the rate of twenty dollars.

It may also be observed that, from the foregoing facts, the amount of surety taken to secure the return of the loans in question were, therefore, calculated at little or nothing less than three times the value of the powder delivered, and, in some of the latest transactions, exceeded five or six times that value; as the sums inserted in the bonds were generally calculated upon the highest rates or prices given at the time for that article of the best quality.

To conclude: As the loans or exchanges in question may have excited impressions unfavorable to this department, (although made under the express sanction and direction of the Government,) I deem it proper to take the further liberty of adding one fact, which, as evincing the integrity and faithfulness with which its affairs have been

managed, requires little or no comment; namely, that, since its first establishment, the sum of seven millions of dollars has been appropriated for the expenditures to be made under the direction of the department, twelve thousand dollars of which amount only remain to be accounted for.

Very respectfully submitted by, sir, your most obedient servant,

GEO. BOMFORD, *Lt. Col. on ordnance duty.*

Hon. J. C. CALHOUN, *Department of War.*

Be it remembered that, on this thirtieth day of August, in the year of our Lord one thousand eight hundred and twenty-two, it is agreed, between Daniel Bussard, of Georgetown, Washington county, District of Columbia, of the one part, and George Bomford, lieutenant colonel of ordnance, acting by consent and under the direction of the Hon. John C. Calhoun, Secretary of War, in behalf of the United States, of the other part, as followeth:

That, whereas John R. Mifflin, now or late of the city of Philadelphia, merchant, is indebted to the United States in the full and just quantity of three hundred and fifty barrels, or thirty-five thousand pounds of gunpowder, of the United States' standard proof and quality, and the said Daniel Bussard has assumed, and does hereby assume and take upon himself the payment of the said powder, the same shall be delivered and received on the following terms, to wit: The said Daniel Bussard will deliver to the United States, or its agent duly empowered, the said three hundred and fifty barrels of powder, at the city of Washington, District of Columbia, at the town or city of Baltimore, Maryland, at the cities of Philadelphia and New York, or either of those places, at the option of the said Bussard, in one, two, and three years, in three equal parts; the powder to be inspected as is usual by the United States, at the places of delivery; the said Bussard to be allowed and paid at the rate of fifty cents for each cask containing the powder, being the difference in the value of casks as now made, and when the original loan was made to the aforesaid Mifflin. It is further understood between the parties aforesaid to this agreement, that the said Daniel Bussard secures to the United States the faithful performance of this agreement on his part, by a mortgage on part of his real estate in Georgetown aforesaid; further binding himself, his heirs, executors, and administrators, for the due delivery of the powder as aforesaid, in the penal sum of six thousand dollars, lawful money of the United States.

And it is also hereby understood that, on the faithful performance by the said Bussard of the aforesaid agreement on his part, by ratifying and securing the same, the aforenamed John R. Mifflin be, and shall be thereby, discharged from the debt due by him as herein stated.

In testimony of this agreement, the parties thereunto have interchangeably signed their names and affixed their seals, the day and year first within written.

DANIEL BUSSARD,
GEO. BOMFORD, *Lieut. Col. on ordnance duty.*

Signed, sealed, and delivered, in the presence of

JOHN MORTON.

[NOTE.—The original contract, with the mortgage, deposited in the Second Comptroller's office, the 2d September, 1822.]

SIR: NEW YORK, *July* 10, 1822.

I was arrested two days since, at the suit of the United States, and, as I understand, in pursuance of instructions from you.

I consider this arrest as a harsh proceeding against me; and I persuade myself that, if you had been acquainted with the circumstances, it would not have been directed.

The United States brought an action against me a considerable time since, which was tried on the 21st of March of this year, when the United States were nonsuited. Immediately after which, (and notwithstanding I was legally discharged by the result of the suit,) I made a proposal to Mr. Tillotson for the return of the lead due by me to the Government, and my proposal was (I understood) perfectly satisfactory to Mr. Tillotson; but I have been prevented from executing it by the unavoidable absence of a friend, who was to aid me with his resources, and who is now shortly expected.

Under these circumstances, I trust it will not be considered by you as unreasonable in me to ask you to have the suit countermanded or suspended, until such time as I may be enabled to carry my proposals into effect, which will be done as soon as possible after the return of my friend, and which I hope to be enabled to do in less than three months from this date.

I request the favor of an answer, and remain, sir, your obedient servant,

GEORGE W. MURRAY.

S. PLEASONTON, Esq., *Washington City.*

SIR: TREASURY DEPARTMENT, FIFTH AUDITOR'S OFFICE, *July* 15, 1822.

I have this day received a letter from George W. Murray, of your city, stating that, in consequence of the absence of a friend, he has hitherto been unable to comply with his agreement to return the lead borrowed of the United States, and, consequently, that suit had been instituted against him; that his friend is shortly expected at New York, when he will be able to discharge his obligation to the United States; and he solicits, in the mean time, a stay of judicial proceedings. Under these circumstances, you will stay proceedings in his case for the space of three months from this date.

Respectfully, I am, sir, your obedient servant,

S. PLEASONTON, *Agent of the Treasury.*

ROBERT TILLOTSON, Esq.,
United States' Attorney, New York.

Extract of a letter from Daniel Bussard, of Georgetown, to Lieutenant Colonel George Bomford, dated

JANUARY 7, 1823.

In answer to the letter received by me, I beg leave to state that I have sent to Greenleaf's Point one hundred and forty-three barrels, say fourteen thousand three hundred pounds of powder, during the year 1822, a part of which is not yet proved; the balance is at the works, to the full amount of the old loan to Stull & Williams,

and the materials for and on account of the loan to Mifflin; the whole of which will be completed according to my engagements, and thereby secure to the Government not only the full amount of the old and doubtful debts, but the improved quality of the powder now delivered is from twenty to thirty per cent. better than the standard proof; and thereby a gain to the United States of many dollars has been secured.

The weather is unfavorable for proving powder. I wish you to store it, at the risk of the Government, till it can be proved according to my first agreement with Colonel Wadsworth.

[NOTE.—See No. 233.]

17th CONGRESS.] No. 240. [2d SESSION.

MILITIA FINES IN VIRGINIA.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, JANUARY 25, 1823.

SIR: TREASURY DEPARTMENT, *January* 23, 1823.

In obedience to a resolution of the House of Representatives of the 7th instant, directing the Secretary of the Treasury to report to the House "the amount of all fines assessed upon citizens of the State of Virginia for the non-performance of militia duty during the late war with Great Britain; designating the amount assessed in each county and regiment; as, also, what expense, if any, the United States have incurred in the assessment of said fines; and what amount of said fines has been collected by the marshals and paid into the Treasury of the United States, or otherwise accounted for;" I have the honor to submit the enclosed report from the First Comptroller of the Treasury, and the documents by which it is accompanied.

I remain, with respect, your most obedient servant,

WILLIAM H. CRAWFORD.

Hon. P. P. BARBOUR, *Speaker of the House of Representatives.*

SIR: TREASURY DEPARTMENT, COMPTROLLER'S OFFICE, *January* 10, 1823.

In compliance with a resolution of the House of Representatives of the 7th instant, which you have referred to me, "that the Secretary of the Treasury be directed to report to this House the amount of all fines assessed upon citizens of the State of Virginia for the non-performance of militia duty during the late war with Great Britain; designating the amount assessed in each county and regiment; as, also, what expense, if any, the United States have incurred in the assessment of said fines; and what amount of said fines has been collected by the marshals and paid into the Treasury of the United States, or otherwise accounted for;" I have the honor to present the following statement, which comprehends the whole amount of militia fines reported to this office by the courts-martial of Virginia, viz:

Rockingham county, 58th regiment,	$2,095
Rockingham county, 116th regiment,	440
Montgomery county, 75th regiment,	302
Bedford county, 10th regiment,	608
Rockbridge county, 8th regiment,	264
Pendleton county, 46th regiment,	364
Loudoun county, 57th regiment,	10,688
Fauquier county, 85th regiment,	176
Bedford county, 91st regiment,	440
Amount assessed,	$15,377

I have also to state that this Department is not in possession of any information as to any expenses having been incurred by the United States in the assessment of said fines; and that it does not appear that any moneys have been paid into the Treasury, by the marshals of the State of Virginia, on account of militia fines, nor that they compl' d with the requisitions of this Department to render an account of the fines collected by them.

I take leave to enclose copies of several letters upon the subject of these fines.

With considerations of high respect, I have the honor to be, your obedient servant,

JOSEPH ANDERSON, *Comptroller.*

Hon. WM. H. CRAWFORD, *Secretary of the Treasury.*

SIR: MARSHAL'S OFFICE, RICHMOND, *April* 30, 1815.

I find myself involved in difficulties, by attempting to carry into execution the laws directing the collection of fines imposed by courts-martial for militia failing to attend the call of the President of the United States.

When the first reports were made to me of fines imposed by courts-martial, I consulted the attorney for the United States, and also the attorney for the State. Both were decidedly of opinion that it was the duty of the marshal to collect them. No evidence of any illegality in the proceedings of the court appeared on the face of the record.

Being advised that the collection by the marshal was legal, I directed one of my deputies to make the collection in Loudoun county. He was soon arrested on three writs; more were threatened: measures were then taken

to obtain a decision on the case, which, after being long unavoidably postponed, has been obtained. The judge has decided that the fines were illegally imposed, and the collection by the marshal illegal. The fines are now collected in four counties, nearly all of which have been returned to me. I believe the collection in all was illegal. I have incurred an expense and loss of time in making the collections, for which the per cent. allowed by the law is wholly inadequate, and am subject to whatever damages may be assessed in the suits which have or may be instituted. I am advised that I ought immediately to refund the money. Your instructions in the business will oblige, sir,

Your obedient servant,

ANDREW MOORE,
Marshal E. D. Virginia.

The Secretary of the Treasury.

Sir: Treasury Department, Comptroller's Office, *May* 6, 1815.

Your letter of the 30th ultimo to the Secretary of the Treasury has been referred to me.

This Department has no doubt but that the fines imposed by courts-martial may be lawfully collected by the marshals, if the regular course of proceeding, under the several acts of Congress, have been complied with in calling out the militia, and in forming the courts-martial.

I wish you to inform me in what court the judgments you mention were given against you; and, if convenient, on what points did the court ground its decision? Was the decision made by a State judge or one of the United States' judges?

With due respect,

JOSEPH ANDERSON, *Comptroller.*

Andrew Moore, Esq., *Marshal of Virginia, Richmond.*

Sir: Treasury Department, Comptroller's Office, *June* 14, 1815.

After a consultation with the President and the Secretary of War, and a deliberate consideration of the subject of militia fines, &c., I have to advise you that, where the opinion of Judge Marshall, as stated in the case of William Meade, applies, you will suspend the collection of fines; but, where they have been regularly imposed in the course suggested by the Chief Justice, they may be collected.

I have written to Mr. Hay, the district attorney, somewhat more fully. You will be pleased to consult with him in your further proceedings in this business.

As it will be convenient for you to obtain a copy of the opinion in the case of Meade, I have declined enclosing one.

With due respect,

JOSEPH ANDERSON, *Comptroller.*

Andrew Moore, Esq., *Marshal of Virginia, Richmond.*

Sir: Treasury Department, Comptroller's Office, *June* 14, 1815.

The subject of fines imposed on the militia for disobedience to calls to muster in the service of the United States, made during the late war, which have been returned to this office by the marshals of the different districts, as also by the officers of the courts-martial, have been seriously taken into consideration by this Department. I have consulted with both the President and the Secretary of War as to the most proper course to be pursued in relation to the difficulties which have hitherto attended the collection of these fines, and it has been deemed advisable to write to the district attorneys and marshals in those States where exceptions have been taken to the assessment of fines by the courts-martial.

A certain William Meade, who was discharged lately on motion, having been brought before Judge Marshall, at Richmond, on a writ of *habeas corpus*, has furnished an important decision on this matter.

You are requested to examine the opinion of Judge Marshall, and if, upon examination, you think it practicable and advisable to bring the decision in that case into review before the Supreme Court, you will please to proceed accordingly.

In the mean time, you will be pleased to give your advice to the marshal in his attempts to collect these fines, conforming to the principles stated by the Chief Justice, where they may apply.

Although the Chief Justice decides the case of Meade on its own particular circumstances, his opinion may embrace the principles which apply to all the other cases in Virginia, as well as in other States. I would have sent you a copy of Judge Marshall's opinion above alluded to, but, the decision being made in Richmond, I presume you can easily procure it.

With due respect,

JOSEPH ANDERSON, *Comptroller.*

George Hay, Esq., *Attorney United States, Richmond, Virginia.*

[CIRCULAR TO THE MARSHALS UNDER NAMED.]

Sir: Treasury Department, Comptroller's Office, *March* 20, 1816.

I am informed by a letter of the 2d ultimo from the Secretary of War, that, on the subject of militia fines, new courts-martial will be instituted where the sentences have been declared illegal; and that the President is of opinion that the marshals in all such cases ought to be directed to refund the money already collected, upon application by the parties. As soon as the names, &c. of the militia officers who were called into service can be ascertained, courts-martial will be constituted for the trial of all who take advantage of any real or alleged irregularity of the proceedings of the courts-martial which have already passed upon their cases. You will therefore govern yourself accordingly. You had best apply to the Secretary of War as to the expenses of the courts-martial.

I would further remark, with a view of impressing it particularly on your recollection, that, under the 2d section of the act of 2d February, 1813, entitled "An act supplementary to an act entitled 'An act to provide for calling forth the militia to execute the laws, suppress insurrections, and repel invasions,' and to repeal the act now

in force for those purposes, and to increase the pay of militia and volunteer corps," the only duty imposed upon the Comptroller is to give notice to the district attorney of the United States to proceed against the marshals in case of failure to pay over fines into the Treasury as therein directed. The Comptroller has nothing to do with the preliminary steps of ordering and organizing the courts-martial, &c. Indeed, I conceive that all information to be sought for on this subject is most properly to be looked for from the Department of War. You will, therefore, be pleased, for any directions which you may require on the subject of courts-martial, to apply to that Department.

Very respectfully,

JOSEPH ANDERSON, *Comptroller.*

ANDREW MOORE, *Virginia.*
ROBERT CROCKETT, *Kentucky.*
CHARLES T. PORTER, *E. Tennessee.*
JOHN CHILDRESS, *W. Tennessee.*
JOHN HAMM, *Ohio.*
JOHN SMITH, *Southern District New York.*
JOHN W. LIVINGSTON, *Northern District New York.*
THOMAS RUTTER, *Maryland.*
JOHN SMITH, *Pennsylvania.*

CIRCULAR TO MARSHALS.

SIR: TREASURY DEPARTMENT, COMPTROLLER'S OFFICE, *August* 13, 1817.

It being deemed expedient by the administration that the fines which have been imposed upon delinquent militia who were called into service of the Government during the late war should be collected, it becomes my duty to direct that you will, without delay, proceed to collect the fines which have been thus imposed.

In making these collections, it is deemed proper to advise that no person be committed to close confinement, or taken into custody, for want of property out of which to make the money for payment of the fine.

Where cases of this kind occur, you will please to remark, in writing, whether the party upon whom the fine has been imposed was, at the time he was called into service, single or married; and whether single or married at the time of making your remark. You will please to make out a special list of such delinquents, and report to this Department, together with whatever you may do in making the general collection.

Out of the moneys which you may receive for the fines you are authorized to apply so much thereof as may be necessary for the payment of the members of the several courts-martial who may not have been paid, taking proper receipts therefor, which you will, of course, transmit with your accounts under this head.

Respectfully, &c.,

JOSEPH ANDERSON, *Comptroller.*

17th CONGRESS.] **No. 241.** [2d SESSION.

SALARIES TO OFFICERS.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, JANUARY 28, 1823.

Mr. WALWORTH, from the Committee on Military Affairs, who were instructed to inquire into the expediency of allowing to officers of the army a salary or stated sum of money per year instead of pay and emoluments as now allowed by law, reported:

That the committee consider it inexpedient to make the proposed change in the mode of paying the officers of the army, and they ask to be discharged from the further consideration of the subject.

17th CONGRESS.] **No. 242.** [2d SESSION.

ARMAMENT OF FORTIFICATIONS.

COMMUNICATED TO THE SENATE, BY THE CHAIRMAN OF THE COMMITTEE ON MILITARY AFFAIRS, FEBRUARY 7, 1823.

SIR: DEPARTMENT OF WAR, *February* 6, 1823.

I have examined the bill which accompanied your letter of the 3d instant, and, in compliance with your request, have the honor to state, that, in the opinion of this Department, the public interest will be promoted by the passage of this bill, or one containing similar provisions, at this time.

The permanent fortifications which have been commenced since the late war, some of which are completed, will require large additional supplies of cannon, carriages, shot, &c. to place them in a proper state. Statements and estimates, in detail, of the quantity and cost of the ordnance required for the armament of those fortifications

were communicated to the House of Representatives, in a report from this Department, dated 31st January, 1822, to which report I beg leave to refer the committee for more particular information upon the subject.—[Vide No. 212.]

Some of the fortresses are now prepared to receive their armaments, and it is presumed that all of them will be so within the period embraced by the bill; and there is no doubt but all the ordnance for which provision is made in the bill will be required within the same period.

The plan, which the bill contemplates, of procuring the necessary supplies gradually, is considered the best which could be adopted. Under the authority of a specific annual appropriation for a term of years, contracts can be made upon better terms than in any other manner. Foundries require very expensive additions to be made to them to fit them for the fabrication of cannon, and much experience is requisite to enable the founder to succeed. For these reasons, the proprietors of foundries are unwilling to embark, at moderate prices, in the casting of cannon, unless assured of continued employment.

The present is believed to be the proper time to commence procuring the armaments for the new fortresses. The present reduced prices of labor and materials, and the general circumstances of the times, warrant the belief that engagements for the supply of ordnance can now be made upon very advantageous terms to the Government.

I observe that the bill provides only for cannon, mortars, howitzers, shot, and shells. If it be the intention of the committee to confine the appropriation to the procurement of these articles only, about one-half the sum mentioned in the bill will be sufficient, as will appear by reference to the report above mentioned. I would, however, respectfully suggest, for the consideration of the committee, whether it would not be advisable to make provision for *carriages* also, or at least for the purchase of the materials of timber and iron necessary for their construction. This would enable the Government to complete the armament of any of the fortresses which the public safety might require.

Plans for the construction of all the various descriptions of carriages which the service may require have been definitely fixed by a board of officers; and, as the present supply is very limited, it would seem, as the times are favorable, that their construction should proceed in proportion as the quantity of ordnance may be increased. The objection which might be urged, on account of their want of durability will be obviated, as it is proposed to construct those for the batteries almost entirely of cast iron, which will render them as durable as the cannon themselves.

The sum proposed to be appropriated by the bill is about the same as that estimated to be necessary for procuring the armaments of the fortresses, (carriages included,) in the report before mentioned, and is deemed sufficient for the purpose. Should the committee deem it proper to make provision for procuring carriages, it will, therefore, only be necessary to amend the bill, by inserting the word *carriages* among the other articles enumerated.

I have the honor to be, sir, very respectfully, your obedient servant,

J. C. CALHOUN.

The Hon. JOHN WILLIAMS, *Chairman of the Military Committee of the Senate.*

17th CONGRESS.] **No. 243.** [2d SESSION.

OPERATIONS OF THE ARMORIES FOR THE YEAR 1822.

COMMUNICATED TO CONGRESS, FEBRUARY 15, 1823.

SIR: DEPARTMENT OF WAR, *February* 14, 1823.

In pursuance of an act concerning arsenals and armories, passed April 2, 1794, I have the honor to transmit to Congress a statement of the expenditures at the national armories, and of the arms made and repaired therein, during the year 1822.

I have the honor to be, your obedient servant,

J. C. CALHOUN.

Hon. PHILIP P. BARBOUR, *Speaker of the House of Representatives.*

Statement of the expenditures at the national armories, and of the arms made and repaired therein, during the year 1822.

	EXPENDITURES.				
	For land, buildings, canals, repairs, and other permanent improvements.	For the manufacture and repair of arms.	For miscellaneous purposes, not embraced in the foregoing.	On account of 1000 patent rifles in progress, but not yet completed.	Total am't expended.
Springfield, Massachusetts, -	$7,801 68	$174,033 49	$305 99	-	$182,141 16
Harper's Ferry, Virginia, - -	5,484 75	148,615 84	1,086 00	$8,010 73	163,197 32
Total, -	$13,286 43	$322,649 33	$1,391 99	$8,010 73	$345,338 48

STATEMENT—Continued.

	ARMS, &c. MADE AND REPAIRED.								
	MADE.								REPAIRED.
	Muskets.	Ball screws.	Wipers.	Screw drivers.	Spring vices.	Pattern musk's.	Sets of verifying instruments, for pattern muskets.	Arm chests.	Muskets.
Springfield, Massachusetts, -	13,200	1,440	2,200	13,200	1,320	30	10	659	220
Harper's Ferry, Virginia, -	10,000	-	-	5,594	-	32	32	500	
Total, -	23,200	1,440	2,200	18,794	1,320	62	42	1,159	220

ORDNANCE DEPARTMENT, *February* 13, 1823.

GEO. BOMFORD, *Lieut. Col. on ordnance duty.*

17th CONGRESS.] No. 244. [2d SESSION.

EXPENDITURES UNDER THE ACT FOR ARMING AND EQUIPPING THE WHOLE BODY OF THE MILITIA.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, FEBRUARY 18, 1823.

SIR: DEPARTMENT OF WAR, *February* 11, 1823.

In answer to your letter of the 6th instant, I have the honor to transmit, herewith, a report, and accompanying documents, of the Ordnance Office, which furnish the information requested by the committee.

I have the honor to be, sir, your obedient servant,

J. C. CALHOUN.

Hon. WILLIAM EUSTIS, *Chairman of the Military Committee.*

SIR: ORDNANCE DEPARTMENT, *February* 11, 1823.

In answer to the communication of the chairman of the Military Committee of the House of Representatives, of the 6th instant, I have the honor to transmit, herewith, two statements, marked A and B, which contain all the information requested.

Very respectfully, I am, sir, your most obedient servant,

GEO. BOMFORD, *Lieut. Col. on ordnance duty.*

The Hon. J. C. CALHOUN.

A.—*Statement of the expenditures made from the appropriation for arming and equipping the whole body of the militia for the year* 1822; *showing in what manner and on what objects expended.*

NAMES OF CONTRACTORS.	RESIDENCE.	Muskets.	Rifles.	Pistols.	Sabres.	6 pounder iron cannon.	24 pounder iron howitzers.	6 p'r travelling carriages.	Drums and fifes.	Flints.	Amount paid for arms, &c.	Amount paid for boxes, cartage, storage, inspection, transportation, &c. &c.	Amount paid to each.	REMARKS.
Alexander McRae, per John Rogers,	Pennsylvania,	2,590	-	-	-	-	-	-	-	-	$28,609 14	$298 17	$28,907 31	Contract price $14; deducted $2 50 on each on acc't of advances; $900 for gun-stocks furnished; and $275 86 on acc't of transportation.
Simeon North, - -	Connecticut, -	-	-	8,000	-	-	-	-	-	-	56,000 00	280 00	56,280 00	Contract price $8; deducted $1 on each on account of advances.
Asa Waters, - -	Massachusetts,	1,940	-	-	-	-	-	-	-	-	25,220 00	310 40	25,530 40	Contract price $14; deducted $1 on each on account of advances.
Nathan Starr, - -	Connecticut, -	-	-	-	2,250	-	-	-	-	-	11,250 00	67 50	11,317 50	Contract price $5.
Henry Deringer, - -	Pennsylvania,	-	1,000	-	-	-	-	-	-	-	15,500 00	106 25	15,606 25	Contract price $15 50.
Robert Johnson, - -	Connecticut, -	-	1,340	-	-	-	-	-	-	-	21,440 00	100 50	21,540 50	Contract price $17; deducted $1 on each on account of advances.
Lemuel Pomeroy, -	Massachusetts,	600	-	-	-	-	-	-	-	-	7,200 00	112 50	7,312 50	Contract price $13; deducted $1 on each on account of advances.
Lemuel Pomeroy, -	Massachusetts,	1,080	-	-	-	-	-	-	-	-	11,880 00	184 50	12,064 50	Contract price $12; deducted $1 on each on account of advances.
M. T. Wickham, -	Pennsylvania,	2,100	-	-	-	-	-	-	-	-	25,200 00	241 10	25,441 10	Contract price $12.
Eli Whitney, - -	Connecticut, -	2,000	-	-	-	-	-	-	-	-	24,000 00	-	21,000 00	Contract price $13; deducted $1 on each on account of advances.
Eli Whitney, - -	Connecticut, -	500	-	-	-	-	-	-	-	-	6,500 00	-	6,500 00	Contract price $13.
McClurgs and McKnight,	Pennsylvania,	-	-	-	-	51	20	-	-	-	6,000 00	-	6,000 00	
M. McLaughlin, - -	Maryland, -	-	-	-	-	1	-	1	-	-	400 00	-	400 00	Delivered to the State of Maryland.
U. S. arsenal, Pittsburg, -	Pennsylvania,	-	-	-	-	1	-	1	-	-	372 00	-	372 00	Delivered to the State of Kentucky.
Wickham and Co., -	Pennsylvania,	-	-	-	-	-	-	-	-	1,200,000	3,500 00	-	3,500 00	1,000,000 musket flints, at $3 per M.; 200,000 rifles, at $2 50 per M.
C. Irvine, - - -	Pennsylvania,	-	-	-	-	-	-	-	12	-	101 00	-	101 00	Delivered to the Territory of Arkansas.
Remitted to sundry persons, - -		-	-	-	-	-	-	-	-	-	-	6,047 45	6,047 45	Of this sum, $1,355 65 remains unexpended in the several officers' hands.
	Total, -	10,810	2,340	8,000	2,250	53	20	2	12	1,200,000	$243,172 14	$7,748 37	$250,920 51	

Balance of appropriation on hand January 1, 1822, - - - - - - - -	$48,508 18
Amount of sundry settlements at the Treasury during the year 1822, and brought to the credit of this appropriation, -	5,568 30
Annual appropriation for 1822, - - - - - - - - -	200,000 00
Total amount applicable to the year 1822, - - - - - - - -	$254,076 48
Amount expended during the year 1822, per the above statement, - - - - - - -	250,920 51
Balance unexpended December 31, 1822, and applicable to the year 1823, - - - - -	$3,155 97

NOTE.—The balance in the Treasury, unexpended, reported to Congress, was $13,312 22, of which sum, $10,156 25 was drawn from the Treasury early in January, to pay for 200 rifles and 1,000 pistols, which had been delivered early in December, the vouchers for which had been accidentally delayed in transmission.

The variation in the contract prices for the same articles has arisen from the several contracts having been made at different periods, from 1812 to 1822. The contracts of most recent date are at the lowest prices.

ORDNANCE DEPARTMENT, *February* 11, 1823.

GEO. BOMFORD, *Lieut. Col. on ordnance duty.*

B.

Statement of existing engagements for supplying arms, &c. under the law for arming and equipping the whole body of the militia, with an estimate of the amount required by each, during the year 1823.

NAMES OF CONTRACTORS.	RESIDENCE.	Muskets.	Rifles.	Pistols.	6 pounder iron cannon.	24 pounder iron howitzers.	Flints.	Estimated amount to be paid for arms, &c.	Estimated am't to be paid for boxes, cartage, storage, inspection, transportation, &c.	Total estimated amount to be paid to each.	REMARKS.
Alexander McRae, per John Rogers,	Pennsylvania,	2,500	-	-	-	-	-	$28,483 75	$285 63	$28,769 38	Contract price $14; deduct $2 50 on each on account of advances; and $266 25 on account of transportation.
Simeon North,	Connecticut,	-	-	3,000	-	-	-	21,000 00	105 00	21,105 00	Contract price $8; deduct $1 on each on account of advances.
Asa Waters,	Massachusetts,	2,000	-	-	-	-	-	26,000 00	320 00	26,320 00	Contract price $14; deduct $1 on each on acc't of advances.
Henry Deringer,	Pennsylvania,	-	1,000	-	-	-	-	15,500 00	116 25	15,616 25	Contract price $15 50.
Robert Johnson,	Connecticut,	-	1,000	-	-	-	-	16,000 00	75 00	16,075 00	Contract price $17; deduct $1 on each on acc't of advances.
Lemuel Pomeroy,	Massachusetts,	1,660	-	-	-	-	-	18,260 00	311 25	18,571 25	Contract price $14; deduct $1 on each on acc't of advances.
M. T. Wickham,	Pennsylvania,	2,000	-	-	-	-	-	24,000 00	228 50	24,228 50	Contract price $12.
Eli Whitney,	Connecticut,	1,500	-	-	-	-	-	19,500 00	962 50	32,462 50	Contract price $13.
Eli Whitney,	Connecticut,	1,000	-	-	-	-	-	12,000 00			Contract price $12.
McClurgs and McKnight,	Pennsylvania,	-	-	-	49	10	-	4,725 00	-	4,725 00	
Wickham and Co.,	Pennsylvania,	-	-	-	-	-	2,400,000	7,000 00	-	7,000 00	
To be remitted to sundry persons,	- -	-	-	-	-	-	-	-	3,799 55	3,799 55	
Total for arms, &c.	- -	10,660	2,000	3,000	49	10	2,400,000	$192,468 75	$6,203 68	$198,672 43	
For the distribution of arms to the several States and Territories, during the year 1823,										12,000 00	
Total,										$210,672 43	

About 54,000 stands of arms were due to the several States and Territories up to the close of the year 1821, and about 14,000 stands are due for the year 1822; making, together, about 68,000 stands, which it is contemplated to transmit to the several States during the ensuing summer; the transportation of which, it is estimated, will cost about $12,000.

Balance unexpended on the 31st December, 1822, and applicable to the year 1823,	$3,155 97
Annual appropriation for the year 1823,	200,000 00
	$203,155 97
Estimated amount of expenditures for the year 1823,	210,672 43
Excess of estimated expenditures beyond the appropriation for the year 1823,	$7,516 46

In the estimate, the *probable* number of arms which will be manufactured and delivered is given. The *exact* number cannot be stated, for this must depend upon the efforts and success of the several contractors, who are themselves frequently disappointed. In most of the contracts, provision is made for a deviation from the stipulated number to be delivered annually; and, in all of them, a moderate variation is allowed.

The aggregate of the variations which may occur during the year, from the numbers stated in the above estimate, it is believed will augment, rather than diminish, the amount of the estimate.

ORDNANCE DEPARTMENT, *February* 11, 1823.

GEORGE BOMFORD, *Lieut. Col. on ordnance duty.*

17th CONGRESS.] No. 245. [2d SESSION.

MILITIA RETURNS.

COMMUNICATED TO CONGRESS, FEBRUARY 25, 1823.

To the Congress of the United States: FEBRUARY 25, 1823.

I transmit to Congress the general returns of the militia of the several States and Territories for the year 1822, with an account of the arms, accoutrements, ammunition, ordnance, &c. belonging to each, as far as the returns have been received, in compliance with the provisions of the act of 1803.

JAMES MONROE.

SIR: DEPARTMENT OF WAR, *February* 21, 1823.

I have the honor to enclose annual returns of the militia of the United States, together with an exhibit of the arms, accoutrements, and ammunition of the several States and Territories, prepared by the adjutant general, conformably to the militia laws on that subject.

I have the honor to be, your most obedient servant,

J. C. CALHOUN.

The PRESIDENT OF THE UNITED STATES.

SIR: ADJUTANT GENERAL'S OFFICE, WASHINGTON, *February* 20, 1823.

I have the honor to lay before you the annual abstract of the general returns of the militia of the several States and Territories for the year 1822, with an account of arms, accoutrements, ammunition, ordnance, &c. belonging to each, as far as the returns for that year have been received at this office. The dates of the returns show how far the provisions of the act of the 2d March, 1803, have been complied with by the adjutants general of the several States and Territories.

I have the honor to be, sir, your obedient servant,

CHAS. J. NOURSE, *Acting Adjutant General.*

To the SECRETARY OF WAR.

Abstract of the annual general returns of the militia of the United States, by States and Territories, taken from the latest returns received at this office.

STATES AND TERRITORIES.	RETURNS.		INFANTRY, GRENADIERS, LIGHT INFANTRY, AND RIFLEMEN.							CAVALRY.					ARTILLERY.						
	For what years received.	Date.	No. of divisions.	No. of brigades.	Number of regiments.	Number of companies.	Commiss'd officers, including division & brigade staff.	Non-commiss'd officers, musicians, and privates.	Total.	No. of regim'nts or battalions.	Number of companies.	Commissioned officers.	Non-commiss'd officers, musicians, and privates.	Total.	No. of regim'nts or battalions.	No. of companies.	Commissioned officers.	Non-commiss'd officers, musicians, and privates.	Total.	Aggregate.	
Maine, - -	1822	Dec. 20, 1822,	6	12	51	465	1,794	32,505	34,299	-	-	116	948	1,064	-	-	114	1,565	1,679	37,042	
New Hampshire, -	1822	Aug. 8, 1822,	3	6	38	384	1,417	24,468	25,885	-	41	152	1,759	1,911	-	38	109	1,310	1,419	29,215	
Massachusetts, -	1822	Dec. 24, 1822,	7	16	66½	632	2,482	45,933	48,415	6	46	237	1,766	2,003	4	51	229	3,032	3,261	53,908	Brigade bands 229, included in the aggregate.
Vermont, - -	1822	-	4	10	35	249	1,322	20,190	21,512	-	-	133	1,429	1,562	-	21	84	818	902	23,976	
Rhode Island, -	1821	Jan. 15, 1822,	1	4	13	106	476	7,629	8,105	-	7	31	365	396	-	7	31	409	440	8,942	
Connecticut, -	1822	Nov. 21, 1822,	3	7	24	275	1,021	18,545	19,566	5	20	122	900	1,022	5	35	178	1,905	2,083	22,671	
New York, -	1821	April 1, 1822,	-	-	-	-	9,779	90,388	100,167	-	94	456	5,397	5,853	-	176	549	9,123	9,672	138,692	Nine brigades of infantry not returned, estimated at 23,600, included in the aggregate.
New Jersey, -	1821	Oct. 27, 1821,	4	13	47	449	1,684	34,474	36,158	5	38	159	1,731	1,890	1	27	79	1,441	1,520	39,568	
Pennsylvania, -	1822	Jan. 13, 1823,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	154,308	No return. Information obtained from a letter sent by the Adjutant General.
Delaware, - -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7,451	No return since 1814.
Maryland, - -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	32,189	No return since 1811.
Virginia, - -	1822	Dec'r, 1822,	5	-	128	1,011	3,305	77,995	81,300	5	111	374	7,616	7,990	5	68	198	5,064	5,262	94,552	
North Carolina, -	1821	Jan. 2, 1822,	7	-	-	-	2,314	38,489	*40,803	-	-	121	950	1,071	-	-	-	-	-	41,874	*Of this number 219 are artillerists, as per letter of the Adjutant General.
South Carolina, -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	33,729	No return since 1815.
Georgia, - -	1819	Jan. 29, 1820,	5	10	41	223	1,691	26,811	28,512	-	13	46	877	923	-	4	11	215	226	29,661	
Alabama, - -	1820	Dec. 11, 1820,	4	9	34	134	544	10,126	10,670	-	5	16	316	332	-	3	10	269	279	11,281	The Adj. Gen. reports 16 regs. not heard from, and the militia may be estimated at 20,000.
Louisiana, - -	1821	Aug. 14, 1822,	2	5	20	148	542	9,360	9,902	-	7	28	227	255	-	1	4	28	32	10,189	
Mississippi, -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,291	No return since 1812.
Tennessee, -	1819	July 21, 1820,	2	10	-	-	2,048	33,295	35,343	-	-	87	716	803	-	-	-	-	-	36,146	
Kentucky, -	1822	Dec. 18, 1822,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	63,589	
Ohio, - -	1821	Apr. 30, 1822,	8	31	106	944	3,658	80,166	83,824	-	28	106	1,606	1,712	-	8	21	461	485	86,021	
Indiana, - -	1819	Dec. 20, 1819,	5	10	24	233	911	13,656	14,567	-	5	21	267	288	-	3	12	123	135	14,990	
Illinois, - -	1818	Sept. 13, 1818,	-	2	4	30	116	1,915	2,031	-	-	-	-	-	-	-	-	-	-	2,031	
Missouri, - -	1820	Sept. 16, 1820,	-	4	13	134	550	11,480	12,030	-	-	-	-	-	-	-	-	-	-	12,030	
Michigan Territory,	1822	Nov. 16, 1822,	-	1	4	22	80	1,311	1,391	-	1	2	12	14	-	2	6	92	98	1,503	
Arkansas Territory,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	No return.
District of Columbia,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,252	No return since 1812.
Florida, - -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	No return.

ADJUTANT GENERAL'S OFFICE, WASHINGTON, *February* 20, 1823.

CHAS. J. NOURSE, *Act'g Adj't Gen.*

Abstract of the annual returns of arms, accoutrements, and ammunition of the militia of the United States, by States and Territories, taken from the last returns received at this office.

STATES AND TERRITORIES.	Muskets.	Bayonets.	Cartridge boxes and belts.	Bayonet belts and scabbards.	Brushes and picks.	Ball screws and worms.	Spare flints.	Ball cartridges.	Rifles.	Powder horns.	Pouches.	Loose balls.	Pounds rifle powder.	Horsemen's pistols.	Swords.	Sword belts and scabbards.	Knapsacks.	Canteens.	Haversacks.	Drums.	Fifes.	Bugles and trumpets.	Ramrods.	Standards.	Horses.	Saddles.	Bridles.	Mail pillions.	Valises.	Holsters.	Breastplates.
Maine, -	19,001	18,664	19,950	18,638	19,380	-	39,125	387,224	578	463	411	11,659	186	1,021	1,464	1,485	18,070	-	48	459	343	18									
N. Hampshire,	16,369	15,967	17,459	16,019	15,883	-	31,157	-	83	51	83	-	-	2,905	2,586	2,606	15,551	15,454	27	378	317	35	16,104	44	-	749	750	1,486	1,482	1,638	
Massachusetts,	30,173	30,251	25,415	24,949	27,279	-	53,052	341,220	2,808	1,943	2,196	23,713	611¾	1,917	3,063	3,066	23,937	-	105	792	535	91									
Vermont, -	14,974	13,786	14,743	12,700	12,356	-	25,140	-	-	-	-	-	-	1,268	2,282	64	12,604	11,577	-	76	42	1	11,394	6	1,290	1,377	1,322	1,214	1,326	1,246	1,229
Rhode Island,	5,522	5,224	5,162	5,760	5,391	-	10,347																								
Connecticut,	21,613	21,759	17,498	17,260	12,527	2,130	116,177	375,706	536	172	60	15,358	82	3,100	3,540	3,540	11,139	999	18	429	361	34									
New York, -	41,915	35,891	38,133	31,798	13,998	33	36,560	8,405	11,308	9,995	9,709	33,165	1,396⅓	7,861	12,828	-	1,473	-	77	1,693	1,514	79	32,828	235	3,577	3,583	3,569	2,827	3,041	3,314	3,077
New Jersey,	13,516	4,222	3,282	4,242	74	-	-	-	1,390	125	86	-	-	963	2,516	2,516	1,153	481	-	327	267	59									
Pennsylvania,	24,442	-	10,329	13,098	-	-	-	-	2,038																						
Delaware.*																															
Maryland.*																															
Virginia.*																															
N. Carolina,	24,130	204	5,610	-	1,210	-	-	4,038	7,400	-	16,562	1,052	351	625	2,187	-	88	-	-	532	507	19									
S. Carolina.*																															
Georgia, -	5,567	5,567	4,840	451	-	-	10,000	-	5,506	2,314	-	2,314	-	600	295	295	-	-	-	30	30	17									
Alabama, -	2,905	15	7	13	742	368	6,613	180	2,302	2,916	3,103	184	84	6	101	13	22	23	3	9	9	1									
Louisiana, -	2,075	2,075	500	200	-	-	5,000	-	502	-	-	-	-	-	-	-	-	-	-	5	-	2									
Mississippi.*																															
Tennessee, -	4,196	174	301	174	-	-	-	-	12,437	11,365	11,365	-	-	323	1,374	-	-	-	-	272	299	15									
Kentucky, -	3,531	1,665	1,560	1,249	343	210	17,699	2,507	9,483	10,915	9,589	135,231	7,418	517	1,844	713	78	24	4	321	335	4									
Ohio, -	12,608	2,100	1,011	560	661	671	6,674	300	18,476	10,017	9,503	13,678	505	711	2,678	2,462	88	-	-	595	522	37									
Indiana, -	794	127	149	29	-	-	1,347	1,584	3,837	3,301	32,016	33,781	698	86	284	77	-	-	-	83	79	1									
Illinois, -	236	194	155	12	60	20	2,805	102	1,150	1,152	1,151	8,847	693	24	46	46	1	3	-	12	12	1									
Missouri.*																															
Michigan Ty.	86	32	5	6	11	49	371	20	36	376	305	2,864	44¾	2	40	19	-	-	-	5	4										
Arkansas Ty.*																															
D. Columbia.*																															
Florida.*																															

* No returns of arms, &c. from these States.

ABSTRACT—Continued.

STATES AND TERRITORIES.	Cruppers.	Boots, pairs.	Spurs.	Regimental colors.	ORDNANCE AND ORDNANCE STORES.																																
					BRASS CANNON.							IRON CANNON.						Field pieces and apparatus.	Swivels.	Sponges and rammers.	Ladles and worms.	Bricoles and drag ropes.	Trail handspikes.	Lead aprons.	Ammunition boxes.	Caissons.	Ammunition wagons.	Tumbrils and powder carts.	Sets of harness.	Pounds of cannon powder.	Rounds of shot and shells.	Pounds of pig lead.	Tube boxes.	Linstocks and portfires.	Horns and wires.	Prolonges.	Fillers.	Tamkins and straps.	Limbers.	Portfire cases and stocks.
					Two pounders.	Three pounders.	Four pounders.	Six pounders.	Nine pounders.	Twelve pounders.	Brass pounders.	Two pounders.	Four pounders.	Six pounders.	Nine pounders.	Twelve pounders.	Iron pounders.																							
Maine,	-	-	-	-	-	34	-	10	-	-	2	-	-	-	-	1	-	-	-	65	54	101	54	38	74	-	-	25	123									
N. Hampshire,	-	1,491	1,468	35	-	-	-	-	-	-	28	-	-	-	-	-	1	-	-	39	41	74	35	25	65	-	-	8	45	-	-	-	39	40	50	7				
Massachusetts,	-	-	-	-	-	58	-	42	-	2	-	-	-	-	-	-	-	-	-	161	117	491	129	81	196	-	-	54	242									
Vermont,	694	703	752	-	-	-	-	-	-	-	-	-	-	-	-	-	-	22																			
Rhode Island.																																					
Connecticut,	-	-	-	-	-	11	-	16	-	-	-	-	-	44	6	5	-	-	-	90	61	139	67	49	80	1	1	-	50	6,625	6,249							
New York,	3,009	3,328	3,389	101	4	32	8	42	7	8	-	-	-	14	7	-	-	-	-	127	35	210	-	68	184	-	15	-	133	557	57	-	24	100	-	-	129	78	101	103
New Jersey,	-	-	-	-	-	-	4	-	-	-	-	3	6	19	-	-	-	-	-	27	-	32	24	-	-	-	-	15	15									
Pennsylvania,	-	-	-	-	-	-	-	-	-	-	30	-	-	-	-	-	12	-	25																			
Delaware.*																																					
Maryland.*																																					
Virginia.*																																					
N. Carolina.																																					
S. Carolina.*																																					
Georgia,	-	-	-	-	-	-	-	4	-	-	-	-	-	5	-	-	-	-	-	9	15	18	18	19	18	2	6	1	21	5,986	79,881							
Alabama,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	838	-	671							
Louisiana.																																					
Mississippi.*																																					
Tennessee.																																					
Kentucky,	-	-	-	-	-	-	-	-	-	-	-	-	-	7	-	-	-	-	-	12	7	39	16	4	7	7	-	-	11									
Ohio,	-	-	-	-	-	-	-	1	-	-	-	-	-	3	-	-	-	-	-	6	4	8	5	2	4	-	-	-	1	12								
Indiana.																																					
Illinois.																																					
Missouri.*																																					
Michigan T.	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-	-	-	-	1	1	6	2	1	1	-	-	-	1									
Arkansas T.*																																					
D. Columbia.*																																					
Florida.*																																					

* No returns of arms, &c. from these States.

ADJUTANT GENERAL'S OFFICE, WASHINGTON, *February* 20, 1823.

CHAS. J. NOURSE, *Acting Adj. Gen.*

17th Congress.] No. 246. [2d Session.

ARMORY AT SPRINGFIELD.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, BY THE COMMITTEE ON MILITARY AFFAIRS, MARCH 3, 1823.

A description of the United States' Armory at Springfield, Massachusetts, with a statement exhibiting the number of arms manufactured and repaired, and the amount of expenditures annually, from the commencement of the establishment in 1795, *to the close of the year* 1817.

At Springfield, in the county of Hampden, and commonwealth of Massachusetts, the United States have an extensive establishment for the manufacture of arms. "The original site of this manufactory is also a military post, which is a perfectly level elevated plat, situated about half a mile east of the village, from which there is a gradual ascent, flanked on the north by a deep ravine, and on the south by a less considerable one, with an extensive plain spreading in the rear, the adjacent parts being uncovered, fronting on the brow of the declivity, and commanding an extensive and beautifully variegated landscape."

At the armory on the hill "there is one brick building, 204 by 32 feet, two stories high, divided into eight rooms, occupied by lock filers, stockers, and finishers. One brick forging shop, 130 by 32 feet, of one story, containing eleven double forges, used for forging the limbs of locks," breech pins, screw pins, ramrods, "and repairing tools." One brick building, 60 by 32 feet, two stories high, with a paved cellar under the whole, used for storing iron, steel, oil, &c.; the first story is occupied as offices for superintendent, master armorer, and clerks; the second story, forming a large and spacious hall, is devoted to religious worship, and as a chapel was dedicated to the service of God, on the 13th day of May, 1817, by the Rev. Titus Strong, of Greenfield. One building, 100 by 40 feet, two stories high, also of brick, for the deposite of arms; two military stores; a carpenter's shop; a file cutter's shop; a coal and proof house; one brick shop, fire proof, 32 by 16 feet, with three furnaces, one for hardening ramrods, one for nealing work, and one for a brass foundry; two stores for forged work, one for files, and seventeen dwelling houses. One pay office, ordnance yard, magazine, block house, and lumber yard. On the large shop first mentioned is a handsome cupola and bell, from which is an interesting view of Connecticut river and the surrounding country.

The aforesaid buildings are arranged northerly of the great State road leading to Boston, bordering on a large flat square piece of ground, fenced and set out with trees, around which is a road about 60 feet wide, leading to the several dwelling houses occupied by the officers and workmen; the whole assuming a handsome and regular appearance.

"The water works are situated about one mile southerly of the arsenal, in three different sites, denominated the upper, middle, and lower water shops, on an excellent stream, called Mill river, which falls into the Connecticut, and exhibits in a little distance the greatest assemblage of mills and other waterworks to be found in the State."

The whole comprises five workshops, twenty-eight forges, ten trip hammers, eighteen water wheels, nine coal houses, three stores, and five dwelling houses.

The upper works have one shop, 65 by 32 feet, two stories high, built of stone and brick; the lower story contains three water wheels, one for polishing and boring and milling bayonets, and two for grinding barrels, lock plates, mounting, and bayonets. The upper story contains two rooms, one for polishers of locks, barrels, mounting rods, and finish boring, &c.; the other for drilling locks, barrels, &c., milling and slitting screw pins, making screws and swivels, milling tumblers, turning bayonet sockets, &c. One stone shop, 75 by 30 feet, one story, containing one trip hammer and ten forges, (bellows blown by water,) eight of which are used for welding barrels; three dwelling houses, a store, four coal houses, and one case-hardening shop, 26 by 18 feet, one story.

The middle works have one stone shop, 84 by 45 feet, one story high, which contains six water wheels; attached to one are three trip hammers for welding barrels, which will strike four hundred blows in a minute each; the whole three may go at the same time, and each one may be stopped at pleasure; two wheels for trip hammers, one for grinding barrels, one for rough and smooth boring barrels, one for smooth boring barrels, nine forges (bellows blown by water) used for trip hammers, barrel welding, forging bayonets, and repairing tools. One stone shop, 50 by 23 feet, of one story, which also contains three water wheels for three trip hammers, and five forges, three for trip hammers and two for forging bayonets. One dwelling house, one store, four coal houses, and a carpenter's shop.

At the lower works, there is one shop, 55 by 32 feet, two stories high, the lower of hewn stone, the upper of brick; the lower story contains three water wheels and four forges, one wheel for trip hammer, one for grinding ramrods and mounting, and one for polishing; the forges are occupied for trip hammer and by mounting forges. The upper room is used by mounting filers, polishers, and for trimming, punching, and drilling. One dwelling house, store, and coal house. The United States also own a valuable mill-seat near the last mentioned works, with a saw mill, where may be erected two large water shops if necessary.

In this establishment are employed from 240 to 250 workmen, who complete on an average about forty-five muskets daily. The works may be increased to almost any extent. The water privileges already owned by the United States will warrant the extension to thirty thousand stands annually.

This extensive manufactory is under the direction of a principal, who is styled superintendent, who has the chief management of the business of the armory; provides, contracts for, and purchases all stock, tools, and materials necessary for manufacturing arms; engages the workmen, determines their wages, and prescribes the necessary regulations for the local government of the establishment. To aid him in the important duties of the armory, there are allowed a master armorer, who manages the mechanical operations, and is held accountable for all stock, tools, and materials put under his charge for the use of the armory, and for the correct workmanship of the muskets, and a paymaster and storekeeper, whose duty it is to liquidate and pay all debts contracted by the superintendent for the armory, and receive the finished arms, for which he is held accountable, as well as for all other public property delivered him. Each of the above officers is allowed a clerk, to aid in keeping his accounts. There is also a foreman, or assistant master armorer, to each principal branch of the work, viz: one of forged work, one inspector of welded, bored, and ground barrels, mounting bayonets and ramrods; one of the lock filers; one of the stockers; and one of the finishers. They are severally held accountable for all stock, tools, and parts of work, delivered them for their respective departments, who severally hold the individual workmen responsible for all stock, tools, or parts of work delivered to them. Each assistant master armorer, or foreman, is inspector in their several branches, and is responsible for the faithful and correct performance of the work. Each individual puts on the work he executes his own private mark, as do the inspectors, when they examine and approve of the various parts of the musket. Thus, in case of any defect, the delinquent may readily be found. Monthly returns of work are made to the superintendent, from which the monthly pay-roll is made.

The establishment of this armory was by an act of Congress passed in 1794, and in 1795 the work commenced with about forty hands. At the end of December, 1817, there had been completed in this manufactory 128,559 new muskets, and 1,202 new carbines, and 45,790 repaired muskets, equal to 12,000 new muskets. Calculating the carbines to be equal to the same number of new muskets, (they cost much more, on account of the small number made,) makes the aggregate equal in labor and expense to 141,761 new muskets. The amount of purchase money for land, mill-seats, and for erecting water shops, machinery, workshops, stores, and buildings of every description, and repairs, is estimated at $155,500. The other expenses for the above period, exclusive of stock and parts of work on hand, amount to $1,553,100. Amount of stock, and parts of the muskets and pistols on hand, December 31, 1817, $111,545. Total amount of expenditures, from the commencement of the works, to December 31, 1817, is $1,820,120 18.

The situation of this establishment is remarkably pleasant and healthy; being sixty miles from the nearest seaport, in a thickly inhabited country, it is perfectly safe from an invading foe, and still has water communication to within a few rods of the armory. Materials for the manufacturing of arms may be obtained in great abundance, and on reasonable terms. The number of arms completed in the year 1817 exceeded 13,000, with an increase of the several parts of the musket; and the works are so arranged, that in the year 1818 15,000 stands may be made by the same number of hands, (250, including officers,) and for about the same expense. Good professional armorers, in considerable numbers, can at any time be added to the works, if necessary, for reasonable wages. The necessaries of life are abundant, and can at all times be procured at a moderate price.

On the whole, it is believed that there is not a situation in the United States where arms can be made for a less sum, and where so many important advantages combine, as renders this station eligible for a grand national establishment.

Statement of arms made and repaired at the United States' Armory, Springfield, Massachusetts, from the first establishment of the armory, in 1795, *to the* 31*st December*, 1817, *inclusive; exhibiting the amount of expenditures for the same period, with the amount of stock and parts of work on hand at the close of the year* 1817.

Year.	No. of muskets manufactured.	No. of muskets repaired.	No. of short muskets repaired.	Whole No. repaired.	No. new carbines.	Amount of purchase money.	Expenses of buildings.	Expense of repairs.	Total amount of expenditures.	Amount of purchase money, cost of buildings, machinery, and repairs.	Amount of stock on hand, Dec. 31st, 1817.	Amount of parts of work on hand, Dec. 31, 1817.	Amount of stock and parts of work.	Amount of purchase money, expense of buildings, machinery, repairs, stock, & parts of work.	Actual expense for muskets.	No. of new muskets; the repaired are equal to	Whole No. of new muskets and carbines; the No. of new msk'ts repaired are equal to
1795,	245	-	-	-	-	$400 00	-	$25	$4,495 75								
1796,	838	-	-	-	-	-	-	100	15,398 25								
1797,	1,028	-	-	-	-	-	-	120	18,863 80								
1798,	1,044	-	-	-	-	343 33	-	125	19,157 40								
1799,	4,595	-	-	-	-	-	-	524	84,299 23								
1800,	4,862	-	-	-	-	-	-	360	64,924 94								
1801,	3,205	-	-	-	-	509 00	-	300	50,328 94								
1802,	4,358	-	-	-	-	-	-	180	30,142 55								
1803,	4,775	-	-	-	-	-	-	185	32,459 74								
1804,	3,566	-	-	-	-	-	-	240	43,312 64								
1805,	3,535	-	-	-	-	-	$3,200 00	245	45,937 25								
1806,	2,018	-	-	-	-	-	5,300 00	240	42,674 01								
1807,	5,692	-	-	-	-	300 00	-	300	55,304 64								
1808,	5,870	-	-	-	-	-	31,063 94	600	103,174 71								
1809,	7,070	1,086	-	1,086	600	2,153 08	12,309 69	620	122,469 31								
1810,	9,700	1,406	-	1,406	602	-	-	680	131,556 47								
1811,	12,020	-	-	-	-	200 00	-	650	114,151 26								
1812,	10,140	-	-	-	-	9,691 51	-	690	139,340 07								
1813,	6,920	11,105	-	11,105	-	-	700 00	602	104,958 48								
1814,	9,585	5,175	300	5,475	-	-	-	624	102,639 64								
1815,	7,279	15,715	5,430	21,145	-	-	-	1,000	157,456 37								
1816,	7,199	3,485	1,644	5,129	-	-	1,272 00	1,200	155,951 65								
1817,	13,015	454	-	454	-	3,475 00	1,500 00	2,000	†187,138 08								
						17,918 00*	53,754 45*										
Tot.	128,559	38,416	7,374	45,790	1,202	34,989 92	109,100 08	11,410	1,820,120 18	155,500 00	42,547 73	‡68,997 83	111,545 56	267,045 00	1,553,100	12,000	141,761

* These sums are estimated, there being no correct record of the expenses of buildings and purchase money, except as put down against each year.
† $25,211 10 due for debts contracted previous to 1817.
‡ Parts of rifle work sent to the armory at Harper's Ferry, in the year 1817, to the amount of $9,540 57, not included in this statement.

SIR: U. S. ARSENAL, WATERVLIET, (N. Y.,) *November* 5, 1819.

In obedience to your command, I proceeded to the United States' armory at Springfield, Massachusetts, on the 12th of October, for the purpose of investigating the state and condition of that establishment; and, having completed that object, I returned to this post on the 26th of the same month. As the result of that investigation, I now beg leave to lay before you the following report:

After taking a general view of the place and works, I settled upon a plan of investigation in detail, which was, to separate the different subjects that required my attention into classes, and then to proceed to examine the subjects under each class distinctly. The whole subject appeared naturally to fall under the following twenty-four heads, viz:

1. General police of the post, and cleanliness of the shops.
2. Number of officers, under officers, clerks, duties, and pay.
3. Number of workmen, and prices paid for work.
4. General arrangement of workmen to the several branches of business.
5. Hours of work for jobbers and day laborers each day.
6. Process and method of executing the work generally.
7. Proof of barrels, whether according to regulations.
8. Quality of work, and of the arms when finished.
9. Number of arms manufactured per month.
10. Marking and packing the arms, whether according to regulations.
11. Preservation and condition of the arms, and of the ordnance and stores in charge of the storekeeper.
12. Method of purchasing stock and supplies, and prices paid for the same.
13. Economy in preserving, using, and expending the same.
14. Method of keeping and rendering the accounts for the same, by the superintendent, master armorer, assistant master armorers, foremen of shops, and workmen.
15. State and condition of the books, returns and papers of the same, and also of the storekeeper and paymaster.
16. State of the debts of the armory, and punctuality of payment.
17. Regulations for the government of the men, and the good order of the same; also, their general character.
18. Occupancy of the public houses and gardens.
19. Number of public teams and carriages employed or kept.
20. Condition of the public buildings, fences, &c.
21. Arrangement of the shops and machinery.
22. Improvements made since 1815 in the establishment, under the present superintendent.
23. Improvements contemplated, and within the power of the superintendent, without any special appropriation.
24. Improvements contemplated by the superintendent, requiring special appropriation of funds.

SUBJECT 1.

General police of the post, and cleanliness of the shops.

The police of the establishment is universally good; and, considering the nature of the business, (manufacturing,) much better than I had anticipated.

The general appearance is pleasing; and by the removal of some old buildings which were originally located without taste, and without a view to their proper position when the place should be enlarged to its present size, and by some further improvements in the fences, and painting, the main establishment, on the hill, will be beautiful and attractive to strangers.

The police generally, in and about the shops, is as good as the nature of the business will admit of. A further attention to that point I consider would be unprofitable.

SUBJECT 2.

Number of officers, under officers, clerks, duties, and pay.

The number of principal officers employed is three, agreeably to the regulations of the Ordnance Department, sanctioned by the Secretary of War, viz:

1. One superintendent, Lieutenant Colonel Roswell Lee, late of the army. Pay one hundred dollars per month, and four rations per day, equal to $1,429 per annum. He is drawing forage for one horse, which he says is understood by the colonel of ordnance and by the Government. He is further allowed and occupies public quarters, a public office, and draws fuel for his office, and occupies a public garden. Estimating his forage at eight dollars per month, his quarters and garden at one hundred dollars per annum, his place is worth $1,688 a year. His office, and fuel for the same, cannot be considered an emolument, any more than the stationary for the same. His duties are explained by his title, and also in the regulations before mentioned.

2. One paymaster and storekeeper, Mr. John Chaffee. He has filled the office many years. Pay $62½ per month, equal to $750 per annum; and no other emolument. He occupies a public office, and draws fuel for the same, and also his stationary. His duties are pointed out in the regulations before mentioned.

3. One master armorer, whose duties are also pointed out in the regulations. Mr. Adonijah Foot now occupies the place. Pay $50 per month, and two rations per day, equal to $746 per annum; and no other emolument except quarters and a garden, equal, perhaps, to $56, making about $800 per annum. He occupies a public office, and draws fuel and stationary for the same.

The storekeeper and paymaster has been offered public quarters and a garden, but prefers living in the village and paying his own rent to living on the public ground. Neither of the above named officers draws fuel for his quarters. The allowance of such fuel is recommended to the consideration of Government.

It is also recommended to the consideration of Government whether the salaries of these officers should not be raised. It will be seen that their pay is not equal to that of the clerks in the several offices at Washington; and there is scarcely a boy who writes in these offices that does not receive more than the storekeeper and master armorer. Scarcely a more important office has been created, under those of the heads of departments and chiefs of corps, than those of the superintendents of the national armories; and those offices ought to be filled by men whose talents and conduct would secure them a genteel living in any business.

The pay of the master armorer is far less equal to his services than that of the paymaster. His duties are very arduous. Those of the paymaster, under the present regulations, are comparatively easy and light.

It is the opinion of the superintendent, and it is also my opinion, that the salaries of those officers should be increased—say to $2,000 a year, including all emoluments, for the superintendent; $1,000 for the storekeeper, and $1,200 for the master armorer.

There are now employed five assistant master armorers and inspectors of work, three foremen of shops or branches, who are not inspectors of work, and two inspectors of contract arms; making a total of ten, viz:

1. Jacob Perkins, foreman of lock filers, and inspector of their work.
2. John Stebbins, foreman of stockers, and inspector of their work.
3. Elisha Toby, foreman of finishers, and inspector of their work.
4. Joseph Lombard, foreman of barrel welders and mounting forgers, and inspector of their work.
5. Justin Murphy, foreman of lock forgers, and inspector of their work. Murphy is sometimes employed to inspect contract arms. The pay of these men is $48 per month, equal to $576 per annum, and no other emolument.
6. Lewis Foster, foreman of the upper water shop, not inspector.
7. Diah Allen, foreman of the middle water shop, not inspector.
8. Levi Dart, foreman of the lower water shop, not inspector. The pay of these men is also $48 per month, equal to $576 per annum, and no other emolument.
9. John Newbury, inspector of contract arms.
10. Luther Sage, inspector of contract arms.

By "inspector of contract arms," will be understood men furnished by the superintendent at Springfield to inspect the arms made on contract in the New England States; that duty having been allotted to that officer. These men receive also $48 per month, and no other emolument, except when *travelling* and employed at distant factories; their bills of actual expenses are then paid by the superintendent.

The duties of the assistant master armorers and foremen of shops are pointed out in the regulations before specified. They are arduous and incessant. It is considered their wages are low: $60 per month would not be too much.

The number of clerks allowed by the regulations is three, one for the superintendent, paymaster, and master armorer, each. There are now employed four, viz:

William F. Wolcott, } for the superintendent.
Elizur Warner, }
Ethan A. Clary, for the master armorer.
Eldad Stebbins, for the paymaster and storekeeper.

Wolcott receives $50 pay per month; the other three $45 per month each.

The superintendent found it necessary to employ a second clerk, and I understood him to say that he had been authorized so to do by the colonel of ordnance. From the investigation of his books, returns, and accounts, I am satisfied that two clerks are required for his office, and ought to be employed.

I am convinced that no greater number of the before-mentioned officers, under officers, and clerks, is employed than the several duties actually require, and that the *foremen* must still be increased if there should be any considerable increase of workmen. The two inspectors of contract arms, when not on that duty, are employed as assistant inspectors at Springfield.

Subject 3.

Number of workmen, and prices paid for work.

The number of workmen now employed is 244, viz:

7 Barrel welders, who work by the piece.
7 Barrel borers, who work by the piece.
5 Lock forgers, who work by the piece.
2 Bayonet forgers, who work by the piece.
8 Mounting forgers, who work by the piece.
2 Gun rod forgers, who work by the piece.
6 Trip hammer's men, who work by the piece.
18 Forgemen and trip hammer men's assistants, who work by the piece.
10 Grinders, who work by the piece.
10 Polishers, who work by the piece.
9 Drillers, millers, and turners, who work by the piece.
5 Barrel finishers, who work by the piece.
42 Lock filers, who work by the piece.
12 Mounting filers, who work by the piece.
35 Stockers, who work by the piece.
14 Finishers, who work by the piece.
52 Jobbers, or those men who work by the day, including carpenters and millwrights.

The number of jobbers ordinarily employed is forty; it being now increased, in consequence of the building of a forge for making bar iron from the scraps, &c. made at the works.

The price paid for the working of each piece have been settled by the superintendent, upon the result of much experiment. It is calculated that good industrious men will be able to earn $1 40 per day. Upon this basis the prices have been established. The workmen earn now from $20 to $60 per month; such is the difference in the skill, industry, and ambition of men of the same trade. There are, however, but three or four in the 244 who come up to $60 per month. The average price paid is about $35 per month, or about $1 35 per day, allowing that they work twenty-five days in the month.

The jobbers are men who work by the day, and are paid $1 to $1 75 per day when they work. The usual price given to all sorts of mechanics is $1 40 per day.

The prices paid to the workmen, on the whole, are not high. "The times are hard," and the wages of mechanics are now generally high in every part of the Northern States. The prices paid to ordinary mechanics in the State of New York for the two past years is $1 37½ per day; to first rate workmen $1 50; and to some few of known skill and smartness $1 75; to master workmen, to direct and oversee, $2 per day; and to master builders from $3 to $5 per day. So that by comparison, considering the mechanics at Springfield are generally first rate workmen and respectable citizens, the prices now given appear to be rather under those ordinarily paid to mechanics in this part of the United States.

I obtained a table of prices paid for working each piece, in part, or in whole, as the piece is either worked in part or wholly by the same man; but as it is lengthy, and as it can be obtained at any time of the superintendent, if required, I think it not worth while to embrace it in this report. There are a hundred and forty things to be done by the workmen by the piece, and as many prices for doing them.

The plan of having the work done by the piece is, undoubtedly, the best of all possible plans, provided there is a strict attention paid to the inspection of the several parts, before they pass from one workman to another. It gives this advantage, that every man is paid according to his merit; it excites ambition and industry, and brings into

operation and usefulness the otherwise dormant powers of the mind. It has a moral, good tendency upon the workmen, and at the same, or a far less price, gives annually to the Government a much greater number of arms. Where it is practicable, this plan is pursued; but there are some kinds of the work that cannot be done by the piece.

SUBJECT 4.

General arrangement of workmen to the several branches of business.

The general arrangement of the workmen to their work is the best that can be adopted for the United States, but not so for the interest of the workmen; that is, each man is kept at one particular kind of work, and is not shifted. For instance, one man is always kept at forging locks, another at filing them, and so on for the other parts. One man is kept at putting the parts of the lock together, and finishing them; another at drilling them; another at milling the pins; another at slitting the heads; another at polishing the parts of the lock. One is kept grinding barrels; another at turning; another at sighting, and another at breeching them, &c.

By this arrangement, it will readily be perceived that each workman becomes an adept at his part. He works with greater facility, and *does the work much better* than one *could* who worked at all the parts. This is undoubtedly the best method for Government. The consequence, however, to the workmen is, that not one of them becomes a finished armorer. If he is always employed at the Government factories, it is no matter for him; he is, in fact, the better for it, for he does more work, and gets more money; but if he wishes to set up business for himself, he has got no trade; he cannot make a fire-arm.

SUBJECT 5.

Hours of work established for those who work by the piece, and those who work by the day.

From the 1st of April to the 1st of November, the shops are opened at sunrise, and closed at sunset. During this part of the year, the men who work by the piece remain in the shops as many hours as they choose between those periods. Those who work by the day commence at 7 A. M., and leave off at 6 P. M., having one hour for dinner. They work ten hours. From the 1st of November to the 1st of April, the shops are opened at daylight, and closed at 6 P. M. During this part of the year, those who work by the piece have the same privileges as in the other part, while the shops are open; and those who work by the day commence at sunrise, having taken their breakfast, and leave off at sunset; one hour for dinner.

It is considered that as much time is occupied in the winter season as is either profitable or desirable. No more could be done without working altogether by candle-light. The work is of that nature that it cannot be done well by fire-light; besides, there would be much danger from fire, and the men could not feel so well for work in the morning.

In the summer season, the jobbers might work more than ten hours; but the custom has been long established to work but ten, and the superintendent has not thought it advisable yet to change it. Mechanics ordinarily in the Northern States work twelve hours each day. Whether it shall be done in the national armories, is a subject submitted to the colonel of ordnance.

SUBJECT 6.

Process and method of executing the work generally.

It has already been observed, that each part of the work is done by particular men, and, in addition to the advantages there stated to be derived from this method, it will be proper further to remark, that the great desideratum, uniformity of work, is thus more nearly obtained. To obtain continually from the United States' armories, and from contractors, arms made precisely to one pattern in all the detail of parts, is very desirable; but it is believed that perfection in this subject is not attainable. One thing, I believe, is most clear to all those officers who have turned their attention to this point, that we ought to arrive as *near* to perfection as time, money, the want of arms, reason, and good sense will allow. To what extent shall we try? and when shall we be satisfied? are, it is thought, the proper questions to be decided. That a few pieces might be made so perfect, that if they were taken to pieces, and the several parts of the locks, the stocks, barrels, and mounting thrown into a pile promiscuously, they might again be put together when the parts should be alternately changed, is believed, provided each similar part was made by the same man; but if the similar parts were made by different men, which must always be the case where a great number are made even at one factory, it is not believed practicable even to make a small number perfect; and as the parts must be made by different men where the arms are made at different factories, and as the United States have, and will have, different factories employed, it is believed to be impossible to attain universal perfection. Different men have different visions; they do not see alike, and they do not feel alike; and, as the accuracy of parts depends upon the vision and feeling of the workmen, the parts made by them must vary. Admitting that arms to any extent could be made perfectly alike in all their parts, would it be advisable? Being governed in this decision, as we must be, by the before-mentioned considerations, of money, time, want of arms, and reason, it is believed it would not be advisable. Why? Because the muskets would cost at least $30 each, instead of $12 50; and because about three years instead of one would be required to make an equal number of arms; and because the country wants arms as fast as they can be made; and lastly, because, if perfection were attained in the muskets, the real advantage gained to the country would be proportionably very far short of the expense. What is the advantage of having all the similar parts precisely alike? This: that when they are damaged, the several parts that remain good can be put together, and good arms be made out of bad ones. *In practice*, what parts would be thus put together, if they were perfectly alike? and who would do it? Let us see, and then we can judge of the advantage. Arms damaged in service would be turned over to, or collected by the quartermaster, or some other proper officer of the army. Arms are wanted; new ones cannot be obtained; some officer or soldier of the army would be directed to overhaul the damaged arms *in possession of that army*, and make out as many good ones as he could. What parts, if damaged, would he, with his *skill and tools*, replace? If other parts would fit, he can exchange and replace bayonets, ramrods, barrels, stocks, cocks, and whole locks—nothing more. He can never replace the parts of locks or mounting, except bands, which are seldom damaged or lost. Then it follows that locks and mounting must go to the repairing shops to be repaired, if they are all alike. The workmen in the repairing shops are armorers, and have tools. If the parts requiring to be changed want a little altering or filing, they are able to do it, to make them fit; so that, if the parts of the locks and mounting are so nearly alike that the repairer is able to make them fit with his tools, it is all that is required. The following objects, then, only seem necessary to be attained in the manufacture of small arms, viz: that the barrels, stocks, whole locks, cocks, bayonets, and

ramrods should each fit every musket; and that the several parts of the locks and mounting should be made so nearly alike, that they could be fitted at the repairing shops. Consequently, when this is attained, we shall have done all we ought to wish for. This is not yet done, but it is believed *to be practicable.* The most important of the individual objects is to have the bayonets all fit every musket. Bayonets are more likely to get lost or broken than any other parts of the musket, and hence much difficulty has been experienced. This is proved by the result of repairing arms damaged in the last war. Last year I had at this post, Rome, and Vergennes, six thousand stands of repaired arms, in every other way complete but wanting bayonets and ramrods, and only about three thousand wanted the rods. There were probably about thirty thousand stands repaired, and about five hundred stands condemned altogether. From this it appears that about one-fifth of the whole wanted the bayonets, either by loss or not fitting, about one-tenth the rods, and only about one-sixtieth the other parts altogether. This deficiency of bayonets was made up by getting six thousand made at Springfield, and sent to the repairing shops. In this great difficulty was experienced, on account of the different sizes of sockets required. Twelve different sizes of patterns were sent to the forgers, and then each class of sizes had to be altered individually at the repairing shops, to fit the barrels. Hence it appears evident, that the first and most important object in the manufacture of muskets is, to cause all the bayonets to fit the same gun, and all the barrels to fit the same bayonets.

In order to attain this grand object of uniformity of parts, the only method which can accomplish it has been adopted at Springfield, but it requires to be perfected, viz: making each part to fit a standard gauge. The master armorer has a set of standard patterns and gauges. The foremen of shops and branches and inspectors have each a set for the parts formed in their respective shops; and each workman has those that are required for the particular part at which he is at work. These are all made to correspond with the original set, and are tried by them occasionally, in order to discover any variation that may have taken place in using. They are made of hardened steel. The workman makes every similar piece to fit the same gauge, and, consequently, every similar piece must be nearly of the same size and form. If this method is continued, and the closest attention paid to it by the master workmen, inspectors, workmen, and superintendent, the desired object will finally be attained. The method practised at Springfield, of inspecting each part before the parts are put together, or before it goes to another workman, to be put through another process, has a great influence on the workman; it does much towards improving the work generally, and towards obtaining a uniformity of parts, and consequently a uniformity of muskets, and is undoubtedly the best possible method. If a part does not pass inspection, it goes back to the workman, either to be improved, or deducted from his wages. His interest compels him to do it well. It is on account of this method that the arms made at the national armories are, and will be, superior to those made on contract. In the latter case, the arm is finished before inspection, and, if a part is condemned, the whole piece, valued at $13 or $14, is condemned. The inspector cannot, from this cause, avoid feeling a reluctance in condemning the arms he is sent to inspect; his feeling will be towards the contractor; and, from a slight neglect in one particular part, he will seldom condemn the musket; and thus he will receive arms, among which, perhaps, there is not one without some defect; whereas, if the same inspector were to inspect the same parts as they were made, he would condemn them, because he would think that the loss would be but trifling, and it would be incurred by the workman, who ought to bear the loss of his own bad work; and if all the parts of a musket were to be condemned in this way, the loss would be divided between, perhaps, a dozen or fifteen men, instead of falling upon one. An inspector is more likely to condemn a trifling thing than a valuable one, for a small defect.

In the method and process of executing the work at Springfield, I have reason to believe, both from inquiry and a comparison of the arms now made with those made before the late war, that great improvements have been made. How much credit is due for this to the superintendent, and how much to the colonel of ordnance, I have not the means of judging; but there is a credit due somewhere.

To give in detail the process of each part of the musket, from the raw material to the finishing shop, would occupy too much room to be embraced in this report. I shall, therefore, not attempt it. I will only observe that, as far as I can judge, the arrangements are good, and, with some intended changes in the shops, cannot probably be bettered. There must necessarily be in such establishments a good deal of passing of parts of muskets from one shop to another; but the whole is accomplished at Springfield by one two-horse team, which passes round to the different shops but twice in each day.

On the subject of uniformity of arms I will make one more remark: that, in order to accomplish this object throughout the Union, it will be necessary to have a set of original patterns and gauges of each and every part of the musket, sealed and kept in the Ordnance Office at Washington, and to cause those of the superintendent of each factory to be sent occasionally to that office, to be compared with them, and fitted anew, if required. This remark will hold good with every thing else in the Union that requires uniformity of construction. Hence, we may, by fair inference, deduce the great importance of the present organization and arrangement of the Ordnance Department to the country. The great advantage of placing the armories under the direction of such a permanent corps and such a head is already felt and acknowledged at Springfield, both by the officers and citizens.

Subject 7.

Proof of barrels, whether according to regulations.

When I was at the factory, the superintendent had directed that the barrels should be proved temporarily, at the first charge, with one-sixteenth instead of one-eighteenth of a pound of powder, in consequence of having no powder that was full proof. All the powder at Springfield (and there is a large quantity) has been found to be under proof. Colonel Lee had sent to Middletown for a temporary supply of the best powder. He intended to use no more under proof. It is very important that a full supply of the best powder should be kept on hand at the armory. It was understood that the colonel of ordnance had made an arrangement for such a supply in future from Dupont's works. Colonel Lee informed me that, on proving the barrels that were on hand when he took charge of the armory, many hundred of them burst that had before stood the proof given them. They had, undoubtedly, been proved with poor powder. I discovered a deficiency at the armory in the want of a standard powder proof, or eprouvette, and nothing by which to compare it. It was recommended to the superintendent to obtain for the present a howitzer and ball, by which to compare his triangular eprouvette occasionally, in order to be sure of the strength of the powder used in proving musket barrels. I have before communicated with you on the subject of an improved eprouvette for the United States.

Subject 8.

Quality of the work and arms when finished.

The quality of the workmanship of the arms is, in my opinion, comparatively excellent; and it is believed to be superior to that in any of the national armories in Europe. The plan adopted by the superintendent, if closely pursued, cannot fail to produce good work.

SUBJECT 9.

Number of arms manufactured per month.

The average number per month during this year has been eleven hundred stands, equal to thirteen thousand two hundred in the year. The superintendent states that, if he should be directed, he can make in 1820 fifteen thousand stands. It will only require an increase of hands; the present machinery is sufficient for it.

SUBJECT 10.

Lettering and boxing the arms, whether according to regulations.

The lettering of the arms, according to the series, established in the regulations, must be done by the storekeeper, after they are turned over to him, and placed in his arsenal. If it were to be done in the shops by the workmen, the arms would get so mixed up that it would be very difficult to separate them for boxing and labelling. As none of the arms made since the series was established have been sent away from Springfield, very few of them have as yet been lettered and boxed for transportation; but it is intended to be done before they shall be wanted. The storekeeper appeared to be laboring under difficulties about it, for want of method in the process. The difficulty was this: as the arms have been turned into the arsenal, they have been put loose, twenty in a box, without being lettered, &c.; the box labelled 20 muskets, from B 1 to B 20; no other attention being paid to the pieces put in but to have those in one box all made in the same year. The boxes were then piled up in the arsenal, and so they have been done from the commencement of the plan. Now the storekeeper wishes to go on and take the arms out of the boxes, letter them according to the labels on the boxes, respectively, and pack them for transportation. But the boxes first put up require to be first lettered, and, being at the bottom of the piles he cannot get at them without great labor; and upon that plan this difficulty would always continue. It would be impossible so to arrange the boxes in the arsenal that the first put in should be the first out. I therefore recommended to him to pursue the following method, which, in the end, will be seen to have many advantages, viz:

Let the storekeeper put the arms as they come in into boxes, loose as now, but not label the boxes; let him only put the year in which they were made, with chalk, on the ends of the boxes; and let him put all those made in each year in piles of boxes by themselves; let him commence lettering the arms in the pile of boxes longest made, and let him commence the series for that year, or where he last left off, as the case may be, and go on until he has completed the arms made in that year, and label the boxes as the arms in them are labelled, and then commence on the pile made in the next following years, and so on.

In order that the storekeeper may know what he is about, and to insure accuracy in the series, let him keep a book in his office, in which he shall enter the lettering, boxing, and labelling the arms. He will enter on his book the part of the series last put upon the muskets of a given year, and the corresponding labels on the boxes. When he wishes to box and letter more, he will turn to his book, and see what letter was last put on in the series for the year in which the arms were made which he wishes now to letter, and note on a piece of paper the letter and number to be commenced with, and give this to the workman who is to oversee the lettering and boxing, and also to give him the corresponding labels from his office, where they should be kept, of the part of the series he wishes at that time to have put upon the muskets, according to the number he wishes put up at that time for transportation. When the lettering is done for that time, let the workman give to the storekeeper the account of what he has done, and where he left off, and let the storekeeper enter it on his book; and so on. It will be remembered that a portion of the arms, the parts of which are finished and dated in one year, will not be finished and turned over to the storekeeper until the following year, and that the labels on the boxes will express the year in which those parts were made and *dated*, as the *date* of the labels must correspond with the *year* stamped on the lock and heel plates, so that the labels on the boxes will never show the *year* in which the arms were *finished*, but that in which the *parts were made*. But in the method of lettering which I have proposed, the series will always in the end come out accurately. It will make no difference whether the arms made in 1817 or 1819 are first lettered and boxed, as the parts of the series already taken up in each year will at all times be found on book. In this way the arms in the store of the oldest dates can always be first sent away, if desired, as the boxes for each year will be piled separately, and not be mixed.

The storekeeper has been advised always to enter on his book of deliveries, or issues of arms to be taken from the place, the part of the series or letters and year of fabrication then sent away, and always to send them away according to the series, so as always to be able to know the particular arms sent away at any one time, and to any place, by the letters and by a reference to the book of the armory.

Thus the arms belonging to the United States, and to particular States, could always be distinguished when mixed in service. This was undoubtedly the object of the colonel of ordnance when he established the plan of lettering the arms by a series. The only thing that required my attention was, to assist the storekeeper in adopting a method for himself of carrying that plan into execution.

SUBJECT 11.

Preservation and condition of the arms, and of the ordnance and stores in charge of the storekeeper.

The condition of the arms, ordnance, and stores in charge of the storekeeper is very good, and every proper attention appears to have been paid to them.

The arms are principally kept in boxes. It is believed by the storekeeper, from his own experience, that, for any length of time they will probably be kept there, they will not be injured by rust, as they are perfectly dry when taken into the arsenal. I am also of opinion that, for the time the arms will remain at Springfield, it would not be worth while to make a display of them in the arsenal. It would cost too much time and trouble to justify the measure. But, to speak a little further on this subject generally, I am of opinion that the best method of preserving the arms in the arsenal, after they have been removed from the armories, is to keep them displayed, and in the open air, having the rooms of the arsenal cieled, and made light and clean. 1st. That after arms have been transported they must always be taken out of the boxes and wiped and oiled anew, or they will rust. I have never opened a box that had been transported, and lain three years in store afterwards, that the arms were not more or less damaged, and frequently they have to be taken to the repairing shops before being fit to issue. 2d. That, by the method I have lately adopted for putting up arms in the arsenal, which is very cheap, as great a number can be put in a given space as if they were in boxes. 3d. That if the arms were repacked in boxes after being wiped and oiled, and the boxes put up in the arsenal, there would be a time when they would begin to rust, and when they should be overhauled; but from their situation they cannot be seen, and the time when they require overhauling can only be

guessed at. To overhaul them in this situation requires the boxes all to be taken down, and every musket to be taken out of the boxes to see whether they are rusting or not. This would require more labor than would be necessary to actually rub and oil them over if they stood in racks in the arsenal as I have them; and to be sure that none of them are rusting, it would be necessary to overhaul and examine them at least once in two years. I know, from actual experiment, that if they are put up in the racks of the arsenal, they will be kept in perfect order by being rubbed and oiled over every other year; and then I always know they are not injured, but are always in order, and spend no more time upon them than would be required to examine them in the other case; and if they are boxed, there is always an uncertainty about their condition. Supposing, as has often been the case, that they were left too long in boxes before being examined, and they should be found badly rusted, it will then cost from one to two dollars each to repair, clean, and polish them. But if they are displayed in the arsenal, the storekeeper can every day pass among them, and see the first appearance of rust, and have them immediately rubbed over. I am satisfied that two laborers will keep in perfect order thirty thousand stands for any length of time, if they are put up in racks, which is certainly a very trifling expense. From all this, I am fully settled in the opinion that the best method of preserving arms for a great length of time is to display them in the open air in well finished arsenals, and keep men, according to the number of arms, always at work among them.

I recommended to the storekeeper to let Colonel Lee use the old accoutrements of the revolution, which are completely worthless, for case-hardening the parts of muskets. They are in the way, and can never be of the least use for service; also, to let him use the old paper cartridges, made in the revolutionary war, for wadding to prove barrels, as they are as useless as the accoutrements; and also improve his police, by burning a quantity of old barrels and other lumber that disfigure the places where they are deposited, and are not worth altogether one farthing except for fuel.

Subject 12.

Method of purchasing stock and materials generally, and the prices paid for the same.

Imported articles, such as steel, files, emery, glue, wire, stockers' tools, and some smiths' tools, such as anvils, vices, &c., have been, heretofore, principally furnished in large quantities by importing merchants of New York, Philadelphia, Boston, and Springfield, upon the orders of the superintendent, and paid for as soon after delivery as the funds would admit of. Two importations since 1815 have, however, been made by Boyd, of New York, and Neilson, of Baltimore, upon the orders of the Ordnance Department, or, as it is understood by Lieutenant Colonel Bomford, for the national armories, a part of which has been sent to Springfield armory. The Messrs. Dwight, of Springfield, made one importation in 1817, and have made another the present year for the year 1820; the articles are now on delivery to a pretty large amount at the armory. It is calculated that the present supply will be sufficient for four years, (except the article of files,) and perhaps five. It is intended to keep on hand at least three years' supply, that, in case of a war, there should be no failure of stock. The present time is also considered favorable to purchase, as the articles are low in England. It is very difficult for any one who is not an importing merchant to know precisely at what prices the articles could be afforded. The only point of attention seemed to be, from a comparison of the several bills, who has furnished the cheapest? and, from thence, what method of obtaining this class of supplies appears to be the best? In order to judge of this, I shall here give a comparative view of the prices paid upon the several importations since the last war.

Extracts from the bills on file at the armory at Springfield, Massachusetts, October, 1819.	Imported by Thomas Richards, New York; transportation paid from New York to Springfield by the United States, 1817.	Imported by J. & E. Dwight, Springfield, and delivered by them at the armory storehouse, 1817.	Imported by T. Wickham, Philadelphia; transportation paid from Philadelphia by the United States, 1818.	Imported by Boyd, of New York, London (1817) bills, without packing, cordage, importation, or transportation bills, and without duties.	Imported by J. C. Neilson, Baltimore, London bills as the last, 1818; no duties; importation, transportation, packing, &c. added.
English blistered steel, per pound, -	$0 16	$0 18	$0 20	$0 18½	$0 10 7/10
German blistered steel, do. - -	-	-	-	16 2/3	11½
English emery, do. - -	-	13½	15	-	6
Twelve inch flat rough files, per dozen, -	3 18	3 83	3 50	2 25	4 89
Twelve inch 2d cut rough files, do. -	4 58	4 58	-	-	4 48
Thirteen inch flat rough files, do. -	4 66	4 66⅔	4 25	3 16½	5 78
Ten inch flat rough files, do. -	2 66	-	2 50	-	3 22
Ten inch smooth files, do. -	3 75	3 89	3 75	-	3 78
Eight inch smooth files, do. -	2 33	2 33	2 12½	-	2 66
Eight inch bastard files, do. -	2 16	1 67	1 62½	-	2 11

From a view of the foregoing table, it will be seen that there is not much difference in the average of prices given to Richards, Dwight, and Wickham; Richards's charge on blistered steel is lowest; Dwight's nearly splits between them. But when it is considered that Dwight delivers at the works, and the others in New York and Philadelphia, the purchase from Dwight is the best, if the articles are as good. Of this I can know nothing but from the superintendent and other officers. They declare his articles the best. The articles of the present importation, I am informed, will come a little lower; best English blistered steel seventeen cents per pound.

The calculation is, that 50 per cent. added to London bills of hardware will cover the duties, importation, and all other expense attending it, until delivered in one of the towns on the seaboard. The goods are marked at that rate, and the profit of the importer arises from his getting a deduction of 20 per cent. for paying ready cash in London. Those who buy on credit must sell higher. Allowing that the steel imported by Boyd and Neilson costs the Government at that rate for duties, importation, &c., it came at the same rate as that purchased by other importers, unless Government allowed them a per centage for agency beyond this; if so, their steel was highest. The files imported by Boyd appear to come at about the same rate. Not having seen the bills upon which Boyd and Neilson were paid, I do not know what they received; but the files imported by Neilson must have been a bad bargain to Government. It will be seen that the London prices are considerably more than the prices of the same kind of articles delivered at the armory in Springfield. There must be deducted from these prices 20 per cent., (for ready pay by Government, so say the bills,) and then added to that remainder 2½ per cent. to the London mer-

chant for collecting the articles, 50 per cent. for importation and duties, and then probably a commission to Neilson, which must have brought the prices given for the articles from 30 to 40 per cent. above the other importatinos.

The final inference from all this is, that there is no advantage as yet gained by Government in importing hardware for the armories, but an actual loss; and that if the articles can be and are delivered at the works at as low a rate as they can be obtained in any other way, that method is the best.

I was the more particular in this part of my investigation, in consequence of its having been reported here, by Colonel Prescott, I believe, that the Dwights were furnishing the armory pretty much at their own prices, and that they had obtained a complete ascendancy over Colonel Lee, and made him do as they wished him; but nothing could have been more unfounded, and, I believe, more false. Colonel Prescott must have been misinformed, and I have told him so since my return.

The article of iron is obtained from the Salisbury and Winchester iron works. It is delivered by the proprietors at the armory. The price now paid for warranted bar iron, thus delivered and drawn, is $7 50 per hundredweight. This price is from $1 50 to $2 per hundredweight higher than European bar iron; but its quality is superior, and it brings that price in any market. Charcoal of hard wood is delivered at the works for $6 50 per 100 bushels; that is low, and $1 50 cheaper than the price upon the Hudson river. Pit-coal is obtained at the works from Richmond at fifty cents per bushel; that is the price I now give at Albany, although I think it rather high. It can be afforded at a far lower price in Albany than at Springfield.

Brass and copper for pans are bought of pedlars, or obtained at Hartford. Musket stocks, from Pennsylvania, are delivered at Hartford at thirty cents each, warranted; those that do not work are returned to the contractor at the armory. They can be obtained without warranting for twenty-five cents; but it is found much cheaper to give thirty cents for those warranted. Sometimes thirty are condemned out of a hundred.

Grindstones are obtained from Nova Scotia, and from Long Meadow, the adjoining town. The Long Meadow stones are delivered at the works for one cent per pound; (very cheap.)

Generally every thing is purchased warranted that can be; the part not used is returned to the furnisher. This is by far the best way and the cheapest. The articles nominally cost more, but, in fact, not so much; besides, in this way, none but the best materials are used. The Messrs. Dwight warrant steel and other articles of that nature, when furnished by them, which is of very great importance. A bad lot of steel can be returned, and poor steel cannot be used; and it is a very heavy article of expense. On the whole, the best arrangements appear to have been made by the superintendent to supply the armory with stock and materials, and they are obtained at a very fair price.

Subject 13.

Economy in preserving, using, and expending the stock and materials.

The arrangements made by the superintendent to insure economy in the stock, materials, and tools, are good, and appear to be strictly enforced. The method of accountability established and enforced is such that no unnecessary loss or waste can well take place without the amount being deducted from the wages of the workmen, or others who have the property in charge. I was much pleased with this arrangement, and found the actual economy throughout to be much greater than I had anticipated, and equal to any thing I have ever seen in any private manufactory; there is, in fact, nothing lost. I dwell upon this point, because its importance in such an establishment can scarcely be calculated. The method adopted will be explained under the next head.

Subject 14.

Method of keeping and rendering the accounts of stock, materials, &c., from the superintendent down to individual workmen.

Receipts of stock and materials.

All stock, tools, and materials for the work, except coal and bar iron, are received at the large new store on the hill (or at the principal establishment) by the master armorer, and receipted for by him to the persons from whom they are received, or to the superintendent; and the articles, with dates, and from whom received, are immediately entered on his book. The articles of coal and bar iron are delivered to the assistant master armorers, and to the foremen of the forging shops, by the persons who bring them, and are receipted for by them to such persons, and entered on their day-books. Returns of stock, &c. thus received by them are made weekly and monthly to the master armorer, who then enters the receipts of the articles upon his own book, the same as those received directly by him. Thus the master armorer has an account of all articles received for the armory.

At the close of each month, the master armorer adds up all the several articles entered on his day-book of receipts during the month, and transfers them to a book of monthly abstracts, and enters them alphabetically in a tabular form. At the end of each quarter the whole receipts are added up on the last mentioned book, and the amount stands ready to be carried into the quarterly return for the superintendent, and through him to the Treasury Department.

Issues of stock and materials to assistant master armorers and foremen.

A day-book is kept, in which the master armorer enters all articles delivered by him to the assistant master armorers and foremen of branches: 1st. Articles delivered them from his store, such as steel, files, emery, sandpaper, &c.; 2d. Articles received by them from abroad, such as iron, coal, &c.; 3d. All parts of muskets delivered them to be further worked; 4th. All articles received by each from other assistant master armorers and foremen.

At the end of each month the articles charged in the before-mentioned day-book are added up severally, and transferred to a monthly abstract book, and entered in a tabular form. This forms the account of debtor to each of them, respectively.

The assistant master armorers and foremen are credited by the master armorer on a book: 1st. By all the parts produced by manufacturing, where the materials are not expended agreeably to the receipts of the master armorer from them; 2d. Actual expenditures, such as coal, &c., according to their monthly returns; 3d. With parts of muskets, where such parts are delivered them by the master armorer to be further worked upon; 4th. All articles delivered by them to other assistant master armorers and foremen; 5th. With all scraps, &c. made in working stock. These form the account of their credit.

To enable the master armorer to know what articles have been received and delivered from one assistant master armorer to another, receipts are given by them in all such cases, specifying the articles, which receipts accompany their monthly returns made to the master armorer, from which he enters the amount of each receipt and delivery respectively.

Each assistant master armorer and foreman keeps a day-book, on which the amount of all articles received by them from all sources is entered; from which they make up their weekly and monthly returns in part to the master armorer; also, the amount of all articles delivered by them to the master armorer and to other assistant master armorers and foremen.

Books are also kept by them, on which are entered *all articles* delivered by them to each workman under their respective commands, that is, all articles not consumable in working, such as iron, steel, tools, &c., and likewise parts of arms to be further worked upon. This forms the debtor to each workman.

Each workman is credited by them for all articles returned to them; 1st. All articles produced from the stock, such as parts of muskets forged, &c.; 2d. Tools returned, either good or worn out; 3d. Parts of muskets received by them for working upon, and again returned when such process has been completed; 4th. Is credited to them the necessary waste of stock in working, such as waste of iron, steel, &c. in forging; 5th. All articles returned, such as scraps of iron, steel, &c. necessarily made in working. All these must equal each workman's debtor, or he is made to pay for the deficiency.

All articles consumed in working, such as coal, emery, &c., are not charged to the workmen, but, when delivered for use, are entered by the assistant master armorers and foremen on their books of debtor and creditor with the master armorer as expended.

All articles of stock and materials, as fast as they are worked up and credit given to the workmen for them, are entered by the assistant master armorers and foremen as expended on their books of debtor and creditor with the master armorer, in this way: The assistant master armorers, &c. are charged with 500 pounds of bar iron by the master armorer. The assistant charges himself with the same on his own book, as before stated. It is known by experiment how many articles of any one kind, such as barrels, lock plates, &c., 100 pounds of iron will make, or nearly. The assistant master armorer (for instance, the foreman of the upper water shop) counts the pieces forged from that iron as turned over to him by the forger of barrel plates, and credits on his own book of debtor and creditor with the master armorer the number made, and calculates the iron which should have been used in making them, and carries out the credit to himself of that amount of iron, as follows:

Dr.	*Master armorer with L. Foster, foreman of the upper water shop.*	Cr.
To 71 barrel plates, at 7 pounds each, 479 lbs. iron. To scraps, - - - - 3 lbs. iron.	By bar iron, - - - 500 pounds.	

And so on for other articles made from stock.

In the accounts of the assistant master armorers and foremen, with each workman the credits are made in the same way.

If at any time a man is discharged, his accounts are closed; and if there is a balance found against him not accounted for, the amount is deducted from his pay.

It will be seen, by the foregoing regulations for the accounts of the armory, that complete accountability is established and enforced throughout; and if there is any error committed, it will be discovered on a comparison with the books, and it can be traced to its source. The workmen having to pay for what they do not regularly account for, causes them to work every thing close, and to have each a box or boxes, into which all the scraps are carefully put, which gives to the shops a clean appearance, and the evidence of great economy.

In the accounts between the foremen of the finishing shop, the foreman is charged with parts, and credited with arms complete, and carried out equal to so many parts. At the end of each month the master armorer turns over to the storekeeper the finished arms, with screw-drivers and gun-boxes for the same, for which he takes duplicate receipts, one on a book for that purpose, and one on loose paper, which last he hands over to the superintendent's office; at the same time he enters the amount of the arms thus delivered to the storekeeper on a book for that purpose, in a tabular form.

As the regulations for the armory do not point out the particular method in which the books, returns, &c. shall be kept at the armory, and as such information may be interesting to you, I shall continue the report on this point a little further.

Besides the books before mentioned kept by the master armorer, books are also kept which exhibit the amount of all the work performed in each month in all the branches, entered in a tabular form, from the monthly returns of the assistant master armorers and foremen; and also an account of all articles condemned during the same month; also a book in which an account of the purchases is abstracted, showing all that is delivered by each individual with prices, &c. for any length of time.

Returns.

Returns are made weekly by the assistant master armorers and foremen to the master armorer of all articles received by purchase, which were delivered at their shops and to them; also monthly returns of the same articles, by consolidating the weekly returns, which are consolidated by the master armorer, and added to those received by him at his store, and the whole received in the month, abstracted upon his book kept for that purpose. From this book of abstracts the master armorer makes out a monthly abstract or return for the superintendent, from which he makes out his estimate of funds for stock, &c. for that month, which he presents to the paymaster of the armory.

Monthly returns are made by the assistant master armorers and foremen to the master armorer of all property (without prices) received, expended, and remaining on hand in that month; and the master armorer, by consolidating them, and from his own books, makes out a similar one for the superintendent.

The assistant master armorers and foremen make each a quarterly return of property (without prices) received, expended, and remaining on hand at the close of the quarter, by consolidating the monthly returns.

The master armorer, from the last returns, and from his own books, makes up a similar return for the superintendent, who makes a copy of it for the Treasury Department in his own name.

The assistant master armorers and foremen make monthly returns of all work executed in the month, likewise of all articles consumed; the first to the superintendent, and the latter to the master armorer. Upon the first, the superintendent makes out the muster and pay-rolls of the men, which are presented to the paymaster, and upon which the workmen are paid monthly. The master armorer abstracts both returns upon his books.

Monthly returns of arms finished and turned over to the storekeeper are made by the superintendent to the Ordnance Department, embracing also the number of workmen employed in the month, of each trade or branch, accompanied by the storekeeper's receipts for the arms. Monthly estimates of funds required are made to the same department.

Monthly muster-rolls of the officers and workmen are likewise made to the same department, showing their employments, and amount of pay due them.

Quarterly returns or abstracts of all purchases, embracing the items and amount, are made by the superintendent to the Second Auditor of the Treasury Department, in the form of an account of debtor and creditor. He debits himself with the articles purchased, and forwards the master armorer's receipts for the same as vouchers. On the opposite side of the account he credits to himself the same amount, and the proprietors' or contractors' names on the back of the receipts of the master armorer just mentioned (which signifies that he has received an accepted account or order on the paymaster for the same) are vouchers to his items of credit. Copies of these account returns are kept on book by the superintendent. I do not see the necessity of these returns. The same articles of property are embraced in the superintendent's quarterly returns to the office before mentioned; and if the master armorer's receipts were to accompany that return, they would be as good a voucher to the accuracy of the property therein declared to be received as the same acknowledgment in the other. The Second Auditor does not want to know whether Colonel Lee has given the contractor an accepted account and order on the paymaster or not. It does not prove that the account has been paid, for that accepted account may lie in the hands of the contractor for months before it is presented to the paymaster; and, if presented, it may not have been paid, and of course cannot be embraced in the paymaster's accounts for that quarter, so as to form a check upon the returns of the superintendent. The paymaster's accounts would show if Colonel Lee had embraced all the property paid for, but could not show that he had not received some that had not been paid for, which ought to have been embraced in his return, but which was not. I conceive that all the Auditor wants to know is, the articles actually purchased and received in that quarter by the superintendent, and that he has embraced them in his quarterly return of property received, expended, and remaining on hand. The master armorer's receipts would show that he had delivered over all that he had embraced in his return. But with both the returns now made for the same thing, it is not shown that Colonel Lee has not received more property than he has acknowledged; and that he has not even given orders for the payment of it on the storekeeper, which orders have not been paid. Therefore, I do not see the use of this second return to the Second Auditor.

A better plan would be this, which I explained to the officers: Let the superintendent make but the first mentioned quarterly return of property, and send on the master armorer's receipts for the same received. Let the paymaster have a book, on which the accepted accounts given by the superintendent shall be entered, whether paid or not. Let the superintendent daily give the paymaster a statement of the accounts accepted, to enable him to enter them. Let the paymaster's abstract of payment or cash account be so made out as to show the articles purchased, and the amount in the footing of articles, as well as of cash, (which would be very little more labor;) then let him enter below that the amount of articles purchased, for which orders had been given on him for payment by the superintendent and not paid, and add up these columns; the total amount would be what the superintendent should embrace in his quarterly returns. This would form a complete check upon him, and a good voucher, and also save him the labor of making a large return quarterly. The paymaster, in his next quarterly account and abstract, would not add in the articles contained in the vouchers paid in that quarter, but which articles were returned in the previous quarter, but only the amount of cash paid.

There is another reason why this method of keeping the accounts of accepted accounts and orders on the paymaster should be adopted, which will be mentioned in speaking of the paymaster's books.

Books kept by the superintendent.

1st. A day-book, in which is entered the work done by each workman, and wages due, and deductions made, from the monthly returns of the same made by the assistant master armorers and foremen.

2d. A leger, in which the account with each individual is entered—1st, Cr. by work; 2d, Dr. by pay.

3d. A book, in which are entered the monthly returns of arms finished and of men employed, and the quarterly returns to the Second Auditor of property received, expended, and on hand.

4th. A book, in which are entered the second quarterly returns of property received, and balanced by orders sent to the Second Auditor.

5th. A book, in which is entered the amount of stock and materials received, from whom, and the amount, taken from the monthly returns of the master armorer.

6th. A book, in which the monthly estimates of funds are entered; also, the annual estimates for the armory.

7th. A book, in which the accepted accounts and orders on the paymaster are entered when signed, which is a counterpart to book No. 5.

8th. A leger, in which the contents of books Nos. 5 and 7 are consolidated in the form of Dr. and Cr., with each individual of whom purchases are made.

9th. A book, in which the orders of the superintendent on the master armorer for issues to his assistants are entered, by which he tests the monthly returns of the master armorer.

10th. A book, in which the monthly returns of the master armorer are entered: 1st, returns of stock, &c. received; 2d, of receipts, expenditures, and balances on hand.

11th. A book of debt and credit with the master armorer, for all supplies and expenditures.

12th. A book, in which the amount of parts of muskets are entered semi-annually, which are found to be on hand by actual count. This, with the parts put together into muskets, added to the condemned parts, must equal the amount of work done in that time, as shown by the book of the master armorer, if correct. This is a method of testing the accuracy of the accounts generally of materials and work.

13th. A book, in which are entered abstracts of letters received, with an index.

14th. A book, in which all receipts taken by the superintendent for property delivered are entered.

15th. A book, in which are entered all orders given by the superintendent for furnishing stock, &c. for the armory.

16th. Invoice book of property sent away.

17th. Letter book.

Books and papers of the storekeeper and paymaster.

His duties being common, the forms of his books and papers are also common, and need no explanation. One or two remarks only are necessary.

His cash vouchers are registered and abstracted according to the dates of the accounts, and no dates put to the receipts to show when the money was paid; which I conceive is not the proper way. Again, the accounts, when liquidated by the superintendent, are not registered according to the regulations of the Ordnance Department for the armory; they are only registered when paid. Payments are made when accounts and orders are presented, without knowing what accounts, or how many, are outstanding or of an older date.

It was recommended that these errors should be corrected. The fault is not owing to inattention in the paymaster, (he appears very desirous of doing his duty strictly correct,) but owing to a misconstruction of the regulations.

It will be seen, by a perusal of the foregoing statement on the subject of accounts, books, and returns, that every *transaction* at and relating to the establishment, of any consequence to the public or to individuals, is registered and fairly kept; and every such transaction can be examined, if desired, at any future time.

All invoices of stock and other loose papers are neatly filed, and put up in the superintendent's office. In short, a thorough examination of the *contents of his office* will at all times enable the department or Government to take a full review of all transactions, occurrences, and conduct of the superintendent, relative to the armory, since the time he took the charge of it in 1815; and every person who takes the trouble, which I have done, to go into that examination, will be satisfied of the integrity, industry, and ability with which that establishment has been superintended.

SUBJECT 15.

State and condition of the books, returns, and papers of the officers of the armory.

The condition of the books of the assistant master armorers and foremen are as good as their situation and business will admit of.

The books of the superintendent, master armorer, and paymaster and storekeeper, are in the best condition. The forms are excellent; they are very neat, and the entries clear and legible.

All loose papers are handsomely filed, and properly laid away.

SUBJECT 16.

State of the debts of the armory, and punctuality of payment.

There are no debts against the armory contracted previously to the 30th September, 1819, except that of Messrs. Dwight, for importations for 1820, which is not yet due.

The payments are punctually made by the paymaster.

SUBJECT 17.

Regulations for the government of the men, and the good order of the same; also, their general character.

The regulations for the government of the men, for the good order of the same, and of the shops, and the post generally, are good, and well calculated to produce peace and harmony among themselves, and respectability with the surrounding citizens.

One great point has been gained by the superintendent—that of prohibiting the use of ardent spirits in and about the works. This, above all other things, will have a good tendency; but, owing to the effect of custom and habit, it was a difficult one to establish.

The character of the workmen generally, and almost universally, is good, and much better than is usual with mechanics employed at large manufactories. There is not one drunkard, or otherwise vicious man, at the armory; or none that are habitually so. They are mostly very respectable, and some of them wealthy citizens, and almost all natives of New England.

SUBJECT 18.

Occupancy of the public houses and gardens.

There are belonging to the United States, connected with the armory, twenty-two dwelling-houses.

The superintendent and master armorer, each, occupy a public house and a garden, free of expense.

The storekeeper and paymaster has been offered the use of one, but chooses not to accept of it.

Twenty houses, with small gardens, are occupied by forty-two of the workmen with their families. They each pay a small rent, which is deducted from their pay, of from sixteen to thirty dollars a year. The rooms occupied by each are generally one sitting room, one kitchen, and one bed room, with some out-houses. The average rent of each house is $39 35 per annum. The rents are generally very low, probably not more than sufficient to keep the buildings and garden fences in repair; whether the rents shall be raised, is a subject for consideration.

SUBJECT 19.

Number of public teams and carriages kept, and in use.

Only one two-horse team is kept at the armory, and two wagons and one sleigh in use. No more are usually required. It is cheaper occasionally to hire a team than to keep any more.

The quantity of forage used is about ten tons of hay and one hundred bushels of corn annually. From this quantity the superintendent takes the forage for his own horse. The forage is not limited in quantity. It is purchased by the superintendent. The quantity of hay is above the ordinary allowance, but the grain much below; so that the amount expended for forage is considerably under the usual allowance for three horses.

SUBJECT 20.

Condition of the public buildings and fences.

The condition of the public buildings, so far as depends on police, and being taken care of, and well used, is good, generally.

The workshops of the whole establishment are in excellent condition and repair, being all built of brick and stone, and some fire-proof, the carpenters' shops excepted. Those buildings are of wood, and one of them is not very good.

The arsenal, master armorer's storehouse, public offices, and chapel (the three last being in one building) are likewise excellent buildings, and in good order and repair.

The magazine is a good building, and in good condition and repair. The surrounding fence is of wood, founded on a stone basement, but is painted and new.

The block house is in pretty good repair, and is used as a school house.

The coal houses are all in good repair and condition, several of them being new.

The several small iron and other stores near the forging shops are all in good repair and condition.

The two large wooden store houses for ordnance stores are in pretty good condition, but rather ancient, having been long built.

The ordnance yard and sheds are all in good condition.

The proving house is new and in good repair

The several dams and flumes are mostly in good repair; some of them new.

The twenty-two dwelling houses before mentioned are:
Five wood houses, two stories each, in good repair and condition.
One wood house, one story and a half, in good repair and condition.
One wood house, three stories, in good condition and repair.
Six wood houses, one story each, in good condition and repair.
One brick house, two stories, in good condition and repair.
Eight wood houses, one story each, old, poor, and worth but little.
The nealing, case-hardening, and casting houses are all in good condition and repair.
The saw-mill is in pretty good repair, also the bridges and stone walls about the water shops.
On the whole, all the important buildings of the establishment are in excellent repair and condition.

The fences are all good. Those around the public square and about the shops, at the main establishment, are all newly painted and in good repair.

The fence surrounding the public ground on the hill, and the several garden fences, are poor, and require to be built anew.

I consider it unnecessary, in this report, to give a particular description of the several buildings, although I have it in my minutes, as they are already known to the colonel of ordnance, and as this report is already drawn to a length which I fear will be tedious.

Subject 21.

Arrangements of the shops and machinery.

I shall also abridge very materially the remarks under this head from what I at first intended, for the reason before mentioned. I at first intended to have given a statement of all the machines and apparatus in use at the works, and their several uses. The principal part of them may be seen in a pamphlet printed at Springfield about the beginning of the year. I presume you have one; if not, it can be obtained from the superintendent. Some additions have been since made to the works.

The arrangements of the shops, and machinery in the same, considering the necessary localities of the former, or such of them as require water power, appear to be as good as is practicable, with a very few exceptions. A few changes of small machines, by the removal of them to other shops, and the workmen of them, so as to save the transporting of the parts of muskets from one shop to another, are all the improvements that appear practicable in this part of the works; and this change is intended to be made by the superintendent as soon as time will admit.

Very considerable improvements have been made since the last war in the machinery, particularly by the introduction of several new machines; and the whole appear to operate with great efficacy. It is, indeed, pleasing to observe throughout the work the immense saving of manual labor by the introduction of water power and other machinery and apparatus, and also to reflect upon the ingenuity of our countrymen in the conception. The fact that there are in use between fourteen and fifteen thousand tools in this establishment could scarcely be credited by any one who had not been through the works. In short, no man will have a just conception of the extent and importance of the works at our national armory at Springfield who has not seen them for himself in their present condition. I shall make some remarks upon the new machines under the head of "improvements made."

Subject 22.

Improvements made in the establishment since 1815, *under the present superintendent.*

First.—At the main establishment, on the hill.

1. A stone floor made in the forging shop.
2. The magazine fence made new, and painted.
3. Magazine roof painted, and body whitewashed.
4. Cupola and bell put upon the roof of the main armory shop.
5. All the shops newly painted over.
6. Lumber yard built.
7. Two cisterns made to hold water for the fire engine.
8. A small magazine built for proof powder.
9. One two story brick building erected for master armorer's storehouse, for offices, and chapel.
10. One brick building erected for casting shop.
11. One house for proving barrels, rebuilt.
12. One old block house (military) moved off from the public square.
13. Several fences about the square, and buildings, made new and painted.
14. Trees set out in the square.

Secondly.—At the upper water shops.

1. Introduced a draw grinding stone machine, which goes by water, and facilitates the draw grinding of musket barrels, and does them better than in the old way.
2. Four drilling and milling machines (perpendicular) have been made upon an improved plan, which greatly facilitates the drilling generally of the parts of muskets, but particularly the lock plates, and drills every one precisely similar.
3. Several hand machines, for cutting small screws and pins, made.
4. The machines for milling and slitting heads of pins extended.
5. Machines for turning bayonet sockets and for boring pans made.
6. In progress, new flumes and a new water wheel (horizontal) to use less water.
7. Four machines introduced and made for turning the exterior of the musket barrels, forming, at the same time, the flats and ovals of the breech. The introduction of these ingenious and excellent machines is of great importance. It not only facilitates the manufacture of barrels, but it brings them to an equal thickness in the same circle throughout, and consequently greatly improves their quality. In this point, we have gone before the English manufacturers of arms.
8. Machines made for milling cock pins and rammer heads.
9. In progress, a new invented machine for turning musket stocks, and letting in the locks, by water—a process very difficult to conceive. This ingenious machine will lessen very considerably the expense of stocking guns, as well as facilitate the process.

10. Built one coal house, 30 by 60 feet, two stories.
11. One shop for case-hardening and nealing, extended and new covered.
12. Built one double forge, for four fires, with the apparatus complete.
13. Added one story to one of the principal water shops, and new covered the same.
14. Built a new bridge to connect the upper stories of two shops across the stream.

Thirdly.—Middle water shops.

1. The principal shop has been newly covered with tin plate, and thoroughly repaired throughout, and painted.
2. Three new water wheels built, (1st shop.)
3. Three trip hammers for welding barrels, with three new forges.
4. Three new water wheels and three flumes built, (2d shop.)
5. One dwelling house thoroughly repaired and painted.
6. One carpenter's shop built and painted.
7. One large coal house built.
8. One small one in progress.
9. Iron store extended and painted.
10. Some walls built, and some fences built and painted.
11. In progress, two forges and four trip hammers for welding barrels, with appendages, nearly done. These, together with the four already in operation, will make eight trip hammers for welding barrels, which will entirely do away the method of welding by hand hammers. This is a good improvement, and is also humane in its effects, as the welding of barrels by hand will wear out the constitutions of any workmen in a few years.

Fourthly.—Lower water shops.

1. Two water wheels built new.
2. The flume built new.
3. Roof of the main shop put on new, and painted.
4. Introduced and made new one machine (water power) for striking out of rolled iron upper and lower bands, side plates, guards, and triggers; also, for trimming butt plates, guards, and triggers. These are all struck out at one stroke each. It is intended to strike out lock plates in the same machine. This machine saves much labor, and produces similar parts alike.
5. In progress, one shop (new) to contain one forge and appendages for making bar iron out of scraps, &c. made at the works, and an additional number of polishing wheels for work generally. Also, in progress, a new bridge across the stream, with stone abutments.

In addition to the improvements detailed, there are many small ones, in and about the works; to which must be added *the general improvement* adopted of making standard gauges, to which to work all the parts of muskets, and the *execution* of the work upon that system.

The improvements made in the method of accountability, and in keeping and rendering the accounts, must not be overlooked.

SUBJECT 23.

Improvements contemplated, and within the power of the superintendent, without any special appropriation of funds.

1. The removal of the ordnance yard and sheds from the square where they now stand to a place near the magazine.
2. Removal of the two large wood shops (store houses) on the Boston road into a line with the arsenal.
3. Removal of the old wood shops standing eastwardly of the new store house and offices; and, also, the dwelling houses and stables standing on the Boston road, into a line eastwardly of that on which are the brick shops and offices, &c., so as to form with them and the houses already in that direction a second square, between the large square and the magazine lot.

The above removal of buildings was proposed by me, and approved by the superintendent, who is, with your approbation, very desirous of doing it.

I strongly recommend that it may be done, as it will cost very little. They can all be removed by the workmen in a short time, and it would add much to the beauty of the establishment. Those buildings are all of long standing, and were located where they ought not to have been, not knowing at the time what the place would become, without a view to the general plan of the present establishment. On first arriving at the place, I was struck with the awkward appearance of those buildings on the main road, and in front of the square.

SUBJECT 24.

Improvements contemplated by the superintendent, which would require a special appropriation of funds.

1. Erection of one brick dwelling house on the west side of the great square, and opposite to the present building, or store house, offices, &c.
2. Erection of another brick armorer's shop, between the offices and Boston road, to complete the side of the square, of the size and form of the present one, on the other side of the offices, 204 by 30 feet, two stories high, for filers, stockers, and finishers.
3. Painting over with one color all the good dwelling houses already built.
4. One common dwelling house at the lower water shops.
5. One common dwelling house at the upper water shops.

The erection of the above buildings, and particularly the armorer's shop and brick dwelling house, would undoubtedly be very useful, and highly ornamental.

GENERAL REMARKS.

Finally, the armory bears inspection remarkably well; it bears a close and scrutinizing examination quite as well as a cursory view, and in fact better; for it is only when it is thus scrupulously investigated, that all its good arrangements and excellent operations can be discovered; and it is only upon such an examination that we can learn how much credit is due to the superintendent, and how much integrity, skill, and talents has been exercised, and how much attention and time has been devoted to its interests by him. I am fully convinced of the excellency of his character and conduct so far; and if he should continue in the same course, under the same, or a similar head

in the Ordnance Department, the armory at Springfield will, if proper funds are granted to it by Government, become what it ought to be—a credit to the Government and an ornament to the nation, and highly beneficial to both.

I cannot but remark how detrimental to the establishment, and how expensive to Government, would be a change in the pattern musket. The effect cannot be realized by any one who has not paid particular attention to it, and who has not seen something of the method and process of the work, and the extent of the tools and apparatus adapted to a particular pattern. It is the easiest thing in the world to change the pattern at Washington, and to make, in imagination, thousands of arms upon the new pattern; but it is far otherwise in the practice. The same remark will hold good with respect to a change of the pattern of any other material article which constitutes a part of the equipments of the nation for war, in a certain degree proportionate to the tools, machinery, apparatus, labor, and expense requisite in the fabrication, and proportionate to the necessity or utility of a uniformity of the articles produced.

The importance of these subjects certainly could not have been understood by this nation formerly, or they would not have changed the plan and patterns for military weapons and appendages, with the seasons, or with the admission of new men to office, from the revolution to the late war; for which reasons the millions were lost which were devoted to the expense, and a heterogeneous mass of them created, which was thrown aside on the commencement of the war, either for bad construction or workmanship, or for the want of uniformity.

Stability of things, and stability of mind, are indispensable in the Ordnance Department, and particularly at its head.

To arrive at that height of excellence in the military preparation for war in this country to which the warlike nations of Europe have attained, permanency of men and measures and uniformity of construction must exist.

By permanency of men, I mean those men on whom depend, principally, the plans and execution of the means of national defence.

I do not mean that I wish for any change in our constitution and Government, for these I admire, and hope never to see materially altered—an elective Government by the people, and temporary power of individuals; but I do wish for, and hope to see, more permanency in the subordinate branches, or appendages of the Government, which our constitution does not require to be changed during good behavior, than did exist under former administrations; because I am satisfied, from observing the operations and effects of such changes, that the good of the people requires more permanency, when the men who fill the places are properly and fully qualified for their stations. The men engaged in the execution of the preparations for war, together with the systems and methods pursued, should form a machine which should be kept in motion by any power the people choose to apply, but which should move in the same manner during the operations of the same power. It is pleasing to observe that the prospects are now good towards the attainment of this grand object. The operation of things at the present time seems to be very favorable to its accomplishment.

The following tables show the present cost of the musket at Springfield, which is about $1 50 lower than they were previously to the present organization of the armory, or $10,500 per annum.

Cost of the workmanship of a musket complete, in 1819.

Cost of musket barrel complete,	$1 31
Cost of musket lock complete,	2 10
Cost of mounting, including rod and bayonet, complete,	1 50
Cost of stocking and finishing the musket,	1 66
Total amount,	$6 57

Expense of workmanship and materials, or musket complete.

Twenty pounds of iron, at eight cents,	$1 60
Three pounds of steel, at sixteen cents,	48
Rough stock,	30
Coal,	1 00
Files,	20
Labor,	6 57
Contingencies,	1 00
Wear of tools and machinery,	25
Loss,	1 00
Cost of musket complete,	$12 40

It is believed that a further reduction in the cost is practicable, and that in one or two years from this the cost will not exceed $12.

Col. Decius Wadsworth, *U. S. Ordnance.*

[N. B. The above report was made by Major James Dalliba, of the Ordnance Department, in October, 1819.]

18th Congress.] No. 247. [1st Session.

CONDITION OF THE MILITARY ESTABLISHMENT AND THE FORTIFICATIONS, AND RETURNS OF THE MILITIA.

COMMUNICATED TO CONGRESS, DECEMBER 2, 1823, BY THE PRESIDENT OF THE UNITED STATES.

SIR: DEPARTMENT OF WAR, *November* 29, 1823.

In compliance with your directions, I herewith transmit statements from the major general of the army, and the several subordinate branches of this Department, lettered from A to M, which contain, in detail, a view of the administration for the first three quarters of the year, of the various branches of the public service intrusted to this Department, comprising the army, Military Academy, fortifications, ordnance, including the armories, military pensions, bounty lands, and Indian affairs.

The statements afford satisfactory proof that order, accuracy, economy, and accountability have been introduced into every branch of the military service. It will be seen by them that the money appropriated by Congress has been applied with economy to effect the objects of appropriation; that the accounts have been made up with accuracy, and transmitted with promptitude to the proper departments for settlement, and have there been settled without delay. These observations are true, with scarcely a single exception; and the result has been, that of the entire amount of money drawn from the Treasury in the year 1822 for military service, including the pensions, amounting to $4,571,961 94, although it passed through the hands of no less than two hundred and ninety-one disbursing agents, there has not been a single defalcation, nor the loss of a cent to the Government; and that the whole has been accounted for at the Treasury, except a small amount which remains in the hands of the disbursing agents ready to be applied to the objects for which it was drawn. The disbursements of the first three quarters of this year have been equally satisfactory, and there is every reason to believe that no defalcation nor any loss will occur in the year. The administration in relation to Indian affairs, though greatly improved, and the expenditure reduced fully one-half, is not as perfect as that of the military branch of the department; nor can it be made so, unless rendered equally perfect in its organization. It is impossible, under the present arrangement, that the minute and constant attention to its details which is indispensable to a perfect administration can be bestowed.

But it is not only in its disbursements that the military service has attained a high perfection. The condition of the army in every branch, both of the line and staff, in its material and personal, and in its discipline and administration, is highly respectable. If there is any exception, it is in the discipline of the artillery. Though the officers of that branch of service are equal in skill to any other, and are distinguished for their attention to their duty, yet it is found impracticable, dispersed as the artillery is in commands of single companies, to render the discipline of the corps as perfect as is desirable. It is contemplated, during the next year, to concentrate a sufficient number of artillerists for discipline at some proper point, and, by rendering their discipline perfect, gradually extend the perfection thus acquired to the whole corps. It can be effected without additional expense to the public, and, it is believed, without material inconvenience to the service.

Of the Military Academy, it may with confidence be said that it has attained a state of perfection as great as is practicable under the existing legal provisions, and that it is not inferior to any similar institution in any country.

Under the appropriations of the last session, Forts Washington, Delaware, and the one at the Rigolets, will be completed; and it is contemplated, should appropriations be granted, to commence, in the next year, the works projected at New Utrecht, which is intended to cover Fort Lafayette, which commands the Narrows at New York, and those at Brenton's Point, for the defence of Narraganset bay.

The board of engineers, besides its ordinary duties, were, during the last summer, engaged in executing several special orders; and, among others, in projecting a breakwater at the mouth of the Delaware, under the act of the 7th May, 1820, and in forming a plan for the improvement of the entrance into the harbor of Presque Isle, on lake Erie. In relation to both of these important subjects, it made very interesting reports, with plans and estimates, which accompany the statement from the Engineer Department, herewith transmitted.

The completion of the new fortresses, and those to be erected, will require an appropriation in order to fabricate the cannon and carriages necessary for their armament. It is estimated that an annual appropriation of $100,000 will, in ten years, furnish a sufficient number for all of the works contemplated for the defence of the coast. There would, undoubtedly, be great economy in granting a permanent appropriation, instead of an annual one, as contractors would vest their capital at much less profit, under the assurance which would be afforded by the former.

Under the appropriation to fix on a site for a national armory on the western waters, made the last session, a commission consisting of Colonel McRee, Colonel Lee, and Captain Talcott was constituted, which has been incessantly engaged in exploring the country on the western waters, in order to make the location. It has not yet reported, but it is expected that it will make its report in the early part of the session of Congress.

In the month of June last, the Ricaree Indians, who inhabit the country on the Missouri, a little below the Mandan village, attacked General Ashley with his party, while peaceably engaged in trading with them, at their request, under license from the Government, and killed and wounded several of his party. Colonel Leavenworth, who commanded Fort Atkinson, at the Council Bluffs, adopted immediate measures of redress. With a part of his command, he made a successful attack on the village, and compelled the Ricarees, after a considerable loss on their part, to sue for peace. Statement marked L contains the correspondence in relation to the transaction, and exhibits a full view of the facts.

The report from the adjutant general's office, marked M, contains the returns of the militia according to the latest reports to that office. Returns from only three of the States have been received in the course of the year, though every effort has been used to insure punctuality in making them.

I have the honor to be, your obedient servant,

J. C. CALHOUN.

To the PRESIDENT OF THE UNITED STATES.

List of documents transmitted from the War Department to the President, to accompany his message to Congress.

A. Report of Major General Brown, concerning the organization, distribution, and disbursement of the army, from A No. 1 to A No. 5.

B. Report of the quartermaster general, with accompanying statements, B No. 1, and B No. 2.

C. Report of the commissary general of subsistence, with statements, C No. 1, and C No. 2.
D. Report of paymaster general.
E. Report of surgeon general.
F. Statements of the commissary general of purchases, F No. 1, F No. 2, and F No. 3.
G. Report of the Engineer Department, with tables, G No. 1, G No. 2, and G No. 3.
H. Report of Ordnance Department, with statements, from H No. 1 to H No. 5.
I. Statement concerning pensions.
J. Statements of bounty lands.
K. Statement of Indian affairs, [See Indian Affairs, No. 200.]
L. Correspondence relative to hostilities of the Rickaree Indians.
M. Return of the militia of the United States.

A.

SIR: HEAD-QUARTERS OF THE ARMY, WASHINGTON, *November* 22, 1823.

In obedience to your order of the 5th instant, I have the honor to submit to you the following returns and statements, viz:

A No. 1. A statement of the organization of the army, agreeably to the act of Congress of the 2d March, 1821.

A No. 2. A return of the strength of the army, from the last regimental and other returns received at head-quarters.

A No. 3. A statement of the distribution of the troops in the eastern department.

A No. 4. A statement of the distribution of the troops in the western department.

A No. 5. A statement showing the number of men enlisted; the amount of money advanced for the purposes of recruiting; and the amount for which recruiting accounts have been rendered for settlement from 1st January to 1st October, 1823.

It will be perceived, from the last mentioned statement, that $7,653 99 remains unapplied in the hands of recruiting officers. This sum is actually employed in the recruiting service, and will be embraced by returns not yet due. The uniform punctuality of the recruiting officers in rendering their accounts justifies the belief that it will, at the proper time, be regularly accounted for.

The tours of inspection prescribed by the army regulations to the commanding generals of departments have been prevented by unavoidable circumstances. In the early part of the year a change of commands was arranged between these two officers; but, on the point of executing the arrangement, their movements were suspended by a rupture with the Indians on the Missouri, and they were both kept under orders at their respective head-quarters, awaiting the issue of the military operations, which were performed during the summer and autumn. They are now engaged in making the contemplated change of commands, but will not have time to comply with the regulations on the subject of inspections before the close of the year.

Colonel Wool has performed a course of inspections extending from Fort McHenry, Baltimore, by the way of the North river and the lakes, to Green bay and St. Mary's, and embracing the intermediate positions. His first inspection was made on the 26th April, and the last, included in his report, during the month of October. He is now on a short tour to the New England States.

Colonel Archer commenced his tour of inspection on the 3d of April at Norfolk, Virginia, and has inspected the posts on the Atlantic coast from East Florida to the State of Maine. Since my report of November last, he has also performed a rigid inspection of the national armory and works of construction at Harper's Ferry. He is now engaged in a tour of inspection to the extreme southern posts.

As far as my information extends, the commanding officers of the artillery regiments have regularly performed the duties of inspection required of them. Their official returns are not yet due; and I have, consequently, no certain basis for a report in relation to the execution of this part of their duty.

The inspectors speak favorably of the condition of the army, in all that relates to its discipline, instruction, service, and administration; and it affords me pleasure to state, from their observations as well as my own, that there is a progressive amelioration, throughout the different departments of the army, in every thing connected with its military character.

I have the honor to be, most respectfully, sir, your obedient servant,

JACOB BROWN.

Hon. J. C. CALHOUN, *Secretary of War.*

A No. 1.

Organization of the army of the United States, according to the act of March 2, 1821.

	Major general.	Brigadier generals.	Adjutant general.	Inspectors general.	Quartermaster general.	Quartermasters.	Commissary general of subsistence.	Paymaster general.	Paymasters.	Commissary general of purchases.	Military storekeepers.	Surgeon general.	Surgeons.	Assistant surgeons.	Topographical engineers and assistants.	Colonels.	Lieutenant colonels.	Majors.	Captains.	First lieutenants.	Second lieutenants.	Sergeant majors.	Quartermaster sergeants.	Sergeants.	Corporals.	Principal musicians.	Musicians.	Enlisted laborers for ordnance.	Artificers.	Privates.	Total commissioned.	Total non-commissioned officers, musicians, and privates.	Aggregate.
General staff,	1	2	1	2	1	2	1	1	14	1	2	1	8	45																82		82
Engineer Department,															10	1	1	2	6	6	6									32		32
First regiment artillery,																1	1	1	9	18	18	1	1	36	36		18		27	378	48	497	545
Second regiment artillery,																1	1	1	9	18	18	1	1	36	36		18		27	378	48	497	545
Third regiment artillery,																1	1	1	9	18	18	1	1	36	36		18		27	378	48	497	545
Fourth regiment artillery,																1	1	1	9	18	18	1	1	36	36		18		27	378	48	497	545
Supernumerary for ordnance,																			4									56			4	56	60
First regiment infantry,																1	1	1	10	10	10	1	1	30	40	2	20			420	33	514	547
Second regiment infantry,																1	1	1	10	10	10	1	1	30	40	2	20			420	33	514	547
Third regiment infantry,																1	1	1	10	10	10	1	1	30	40	2	20			420	33	514	547
Fourth regiment infantry,																1	1	1	10	10	10	1	1	30	40	2	20			420	33	514	547
Fifth regiment infantry,																1	1	1	10	10	10	1	1	30	40	2	20			420	33	514	547
Sixth regiment infantry,																1	1	1	10	10	10	1	1	30	40	2	20			420	33	514	547
Seventh regiment infantry,																1	1	1	10	10	10	1	1	30	40	2	20			420	33	514	547
Total,	1	2	1	2	1	2	1	1	14	1	2	1	8	45	10	12	12	13	116	148	148	11	11	354	424	14	212	56	108	4,452	541	5,642	6,183

ADJUTANT GENERAL'S OFFICE, WASHINGTON, *November* 20, 1823.
CHARLES J. NOURSE, *Acting Adjutant General.*

HEAD-QUARTERS, WASHINGTON, *November* 20, 1823.
JACOB BROWN.

A No. 2.

General return of the army of the United States, taken from the latest returns on file in the Adjutant General's office.

| REGIMENTS AND CORPS. | PRESENT. | | |

A No. 3.

Distribution of the troops in the eastern department, under the command of Brevet Major General Winfield Scott, showing their strength by posts and garrisons, taken from the latest returns on file in this office.

Posts.	Situation.	Commandants.	Troops.	Commissioned officers and staff.	Non-commissioned officers, musicians, and privates.	Aggregate.
Fort Sullivan, -	Eastport, Maine, -	Lieut. Dimmick, -	1 company 1st art'y, -	5	54	59
Fort Preble, -	Portland, Maine, -	Major Brooks, -	1 company 1st art'y, -	5	55	60
Fort Constitution, -	Portsmouth, N. H., -	Capt. F. Whiting,	1 company 1st art'y, -	5	45	50
Fort Independence,	Boston, Mass.,	Colonel House, -	2 companies 1st art'y,	10	102	112
Fort Wolcott, -	Newport, R. I., -	Major Crane, -	1 company 1st art'y, -	5	45	50
Fort Trumbull, -	New London, Conn.,	Captain Baker, -	1 company 1st art'y, -	5	47	52
New York harbor, -	New York, - -	Major Fanning, -	2 companies, 1 and 2 of 2d artillery, -	18	121	139
Fort Lafayette, -	New York harbor, -	Capt. Churchill, -	1 company 1st art'y, -	5	37	42
West Point, -	New York, - -	Lt. Col. Thayer, -	1 company 2d art'y, -	5	54	59
Watervliet arsenal,	New York, - -	Major Dalliba, -	1 company 2d art'y, -	5	48	53
Plattsburg, -	New York, - -	Capt. Gates, -	1 company 2d art'y, -	5	55	60
Fort Niagara, -	New York, - -	Capt. Heileman, -	1 company 2d art'y, -	3	37	40
Fort Mifflin, -	Near Philadelphia, Pa.	Captain Roach, -	1 company 2d art'y, -	6	49	55
Pittsburg arsenal, -	Pennsylvania, -	Lieut. Drane, -	1 company 2d art'y, -	5	51	56
Fort McHenry, -	Baltimore, Maryland,	Major Belton, -	1 company 2d art'y, -	4	47	51
Mackinac, - -	Michigan Territory, -	Major Whistler, -	1 company 3d inft'y,	5	53	58
Frankford arsenal, -	Pennsylvania, -	Col. Hindman, -	Field and staff, -	3	1	4
Fort Severn, -	Annapolis, Maryland,	Lt. Col. Jones, -	1 company 3d art'y, -	5	38	43
Fort Washington, -	On Potomac, Md., -	Col. Armistead, -	1 company 3d art'y, -	8	48	56
Bellona arsenal, -	Near Richmond, Va.,	Captain Welch, -	1 company 3d art'y, -	4	58	62
Norfolk harbor, -	Virginia, - -	Lt. Col. Lindsay,	1 company 3d art'y, -	5	44	49
Fortress Monroe, -	Hampton Roads, Va.,	Lt. Col. Gratiot, -	1 company 3d art'y, -	4	48	52
Fort Johnson, -	Smithville, N. C., -	Captain Spotts, -	1 company 3d art'y, -	5	64	69
Charleston harbor, -	South Carolina, -	Major Bankhead, -	2 companies, 3 and 1 of 4th artillery, -	14	104	118
Augusta arsenal, -	Georgia, - -	Captain Mackay, -	1 company 3d art'y, -	5	55	60
Fort Jackson, -	Savannah, Georgia, -	Lieut. Monroe, -	1 company 4th art'y,	5	52	57
St. Augustine, -	East Florida, -	Captain Erving, -	2 companies 4th art'y,	14	96	110
Sackett's Harbor, -	New York, - -	General Brady, -	5 companies 2d inft'y,	16	174	190
Sault de St. Marie,	Northwestern Ter., -	Major Cutler, -	5 companies 2d inft'y,	15	222	237
Saganaw, - -	Michigan Territory,	Major Baker, -	2 companies 3d inft'y,	6	88	94
Green bay, - -	Michigan Territory,	Col. Pinkney, -	7 companies 3d inft'y,	25	198	223
				230	2,190	2,420

ADJUTANT GENERAL'S OFFICE, WASHINGTON, *November* 20, 1823.

CHAS. J. NOURSE, *Acting Adjutant General.*

HEAD-QUARTERS, WASHINGTON, *November* 20, 1823.

JACOB BROWN.

A No. 4.

Distribution of the troops in the western department, under the command of Brevet Major General Edmund P. Gaines, showing their strength by posts and garrisons, taken from the latest returns on file in this office.

Posts.	Situation.	Commandants.	Troops.	Commissioned officers and staff.	Non-commissioned officers, musicians, and privates.	Aggregate.
St. Mark's, -	East Florida, -	Capt. McClintock,	1 company 4th art'y,	5	42	47
Barrancas, - -	Pensacola, W. Flor.,	Col. Fenwick, -	3 comps. 4th art'y,	16	140	156
Fort St. Philip, -	New Orleans, Lou.,	Major Humphrey,	1 company 4th art'y,	5	31	36
Baton Rouge, -	Louisiana, - -	Lieut. Col. Taylor,	3 comps. 1st inft'y, -	7	134	141
Natchez, - -	Mississippi, - -	Captain Powell, -	1 company 1st inft'y,	1	34	35
Belle Fontaine, -	On the Missouri, -	Col. Chambers, -	6 comps. 1st inft'y, -	21	305	326
Cantonment Clinch,	Near Pensacola, W.F.	Lieut. Col. Brooke,	4th regiment of inft'y,	34	289	323
St. Anthony, -	Upper Mississippi, -	Col. Snelling, -	6 comps. 5th inft'y, -	21	230	251
Fort Crawford, -	On the Mississippi, -	Lt. Col. Morgan, -	2 comps. 5th inft'y, -	6	89	95
Fort Edwards, -	On the Mississippi, -	Major Marston, -	1 company 5th inft'y,	3	40	43
Fort Armstrong, -	On the Mississippi, -	Major Vose, -	1 company 5th inft'y,	3	44	47
Cantonment Taylor,	Louisiana, - -	Capt. Berryman, -	1 company 7th inft'y,	3	48	51
Cantonment Jesup,	Louisiana, - -	Lieut. Col. Many,	4 comps. 7th inft'y, -	10	189	199
Fort Smith, - -	On the Arkansas, -	Col. Arbuckle, -	5 comps. 7th inft'y, -	17	201	218
Council Bluffs, -	Missouri, - -	Lt. Cl. Leavenworth,	6th regiment of inft'y,	22	357	379
				174	2,173	2,347

ADJUTANT GENERAL'S OFFICE, WASHINGTON, *November* 20, 1823.

CHAS. J. NOURSE, *Acting Adjutant General.*

HEAD-QUARTERS, WASHINGTON, *November* 20, 1823.

JACOB BROWN.

A No. 5.

A statement showing the whole number of recruits enlisted in the army since the 1st of January, 1823.

First regiment of artillery,	142
Second regiment of artillery,	125
Third regiment of artillery,	86
Fourth regiment of artillery,	29
First regiment of infantry,	245
Second regiment of infantry,	89
Third regiment of infantry,	18
Fourth regiment of infantry,	6
Fifth regiment of infantry,	44
Sixth regiment of infantry,	38
Seventh regiment of infantry,	6
	828

Enlistments made at the principal rendezvous since the 1st January, 1823.

Boston, Massachusetts,	239
Providence, Rhode Island,	27
New York city,	351
Albany, New York,	170
Philadelphia, Pennsylvania,	190
Baltimore, Maryland,	103
	1,908

Amount of money advanced since the 1st of January, 1823, to officers on account of the recruiting service,	$24,070 00
Amount of recruiting accounts which have been rendered for settlement since the 1st of January, 1823,	16,416 11

ADJUTANT GENERAL'S OFFICE, WASHINGTON, *November* 20, 1823.

CHAS. J. NOURSE, *Acting Adjutant General.*

HEAD-QUARTERS, WASHINGTON, *November* 20, 1823.

JACOB BROWN.

B.

SIR: QUARTERMASTER GENERAL'S OFFICE, *November* 22, 1823.

In compliance with your instructions, I have the honor to submit the accompanying statements, B No. 1, and B No. 2. The former exhibits the amount of money drawn from the Treasury, and received from other sources, by the officers of the Quartermaster's Department during the year 1822, with the amount disbursed during that year. The latter exhibits the amount drawn and received by them prior to the 30th of September of the present year, with the amount disbursed, so far as accounts have been received.

As this is an office not of settlement, but of administration, it does not afford the data on which a statement can be made which shall be strictly correct in all its details. Those can be furnished only at the office where accounts are finally adjusted; but it is believed the statements submitted are so near the truth, that the only difference which shall be found between them and the detailed accounts of the Treasury will consist of the amount suspended or disallowed at the Treasury during the period which they embrace. The best test of the efficiency of a department is to be found not in minor details but in general results; and if we compare the expenditures of the present year with those for the same objects in corresponding periods of preceding years, the result will be found much in favor of the present, though during the year nearly two regiments have been cantoned, and many changes have been made in the station of troops; besides, an expedition has been carried on against the Indians of the Missouri, in which the troops engaged moved upwards of fifteen hundred miles, and the sustaining corps more than one thousand.

On the subject of accountability, I think I am warranted in saying that as much perfection has been attained as possible without further legislative provision; and I feel confident that every cent placed at the disposal of the officers of the department during the whole period embraced by the statements B No. 1 and B No. 2, either has been disbursed, or is actually in their hands, applicable to the public service, and will be accounted for during the year.

I feel it to be my duty, before closing my report, to point out briefly some of the defects in the organization of the department, and to suggest such changes as experience has shown to be necessary.

In 1820, when the military frontier was not so extensive as at present, there were attached to the department, in addition to the quartermaster general and two deputies, sixteen assistants, besides eighteen regimental and battalion quartermasters. The act of Congress of March, 1821, reorganizing the army, abolished the regimental and battalion quartermasters, and reduced the number of assistants from sixteen to ten; so that, of thirty-seven officers, thirteen only were retained. The same act reduced the purchasing department to one commissary general and two storekeepers; and the duties relative to the administration and accountability of army clothing were necessarily transferred to the Quartermaster's Department; thus nearly doubling its labors and responsibility, though its force had been reduced nearly two-thirds. The law, it is true, authorized the employment of subsistence commissaries in the Quartermaster's Department, but they have the duties of their own department to perform, which, at stations where their services are most necessary, give them sufficient employment. Besides, the experience of every department proves that the only way to insure strict accountability is to confine officers to the duties of their own branches of service; to compel them to perform them, and positively to prohibit their interference with those of others.

The reduction of the rank and file of the army from ten to six thousand men by no means warranted a corresponding reduction in the disbursing departments, for it is well known to every intelligent military man that the labors of most branches of the staff, and particularly of the Quartermaster's Department, depend not on the number of troops in service, but on the number and remoteness of the posts occupied, the extent of the frontiers, and the dispersed state of the military resources of the nation.

The officers at present attached to the department are entirely inadequate to the proper and efficient discharge of the duties required of them; and the compensation of the assistants, on whom necessarily devolves most of the laborious details of the department, does not bear a just proportion to their duties and responsibility. The officers of that grade now in the department are equal in capacity and intelligence to those of any other grade or corps in the army; but I fear that, unless measures be adopted to render their situation more desirable, they will for the most part abandon their stations and return to their companies. They should be allowed a compensation, which would not only afford them a competent support, but be an equivalent for the talents and labor required in the discharge of their duties. But, it may be said, let those who are dissatisfied retire; there are others who would gladly fill their places. True, there are; and if the importance of a station depended upon the number of applicants to fill it, and the merit of those applicants upon the clamorous assertion of their pretensions, this might be good reasoning. But every day's experience proves that the number of applicants does not depend upon the value of the station sought; reduce the compensation one-half, and they would not be diminished. The difference would then consist in the character, and not in the number; for even if an office be set up to the *lowest bidder*, there will always be bidders enough.

I would, therefore, propose that, in addition to the officers now attached to the department, there be authorized three quartermasters and eight assistants, to be taken from the line of the army. This change, with an allowance of forage to the assistants, by presenting sufficient inducements to men of character to enter and remain in the department, would better secure a strict accountability than all the restrictive laws on the statute book. It is called for by every consideration of policy as well as economy; for the best guaranty the nation can have for the proper application of its funds will be found in the honor, intelligence, and abilities of its officers. Let it not be said that the system of bonding affords this guaranty. Experience proves the contrary. It may secure the payment of duties at the custom-house, or afford ultimate security against defaulters, but can never insure good faith in the public expenditures.

I have the honor to be, sir, very respectfully, your most obedient servant,

THOMAS S. JESUP,
Brigadier General and Quartermaster General of the Army.

To the Hon. J. C. CALHOUN, *Secretary of War.*

B No. 1.

Statement showing the amount of funds remitted to officers of the Quartermaster's Department in the year 1822, *and the amount for which accounts were rendered for that year.*

Amount remitted in the first quarter of the year,	$56,655	
second quarter of the year,	148,418	
third quarter of the year,	81,334	
fourth quarter of the year,	79,608	
	366,015	
Amount received by officers from the sales of public property authorized during the year,	9,168	
		$375,183
Amount disbursed per accounts rendered for the first quarter,	60,683	
second quarter,	117,426	
third quarter,	77,838	
fourth quarter,	92,542	
		348,489
Excess of remittances, &c. beyond the actual disbursements of the year,	-	$26,694

NOTE.—In consequence of the short appropriation for 1821, there were no funds of consequence in the hands of officers at the close of that year to be taken into view in this statement. The above excess was in the hands of the officers of the department at the expiration of the year 1822, and was carried to the service of the year 1823. The public property noticed above as sold, consisted of various small articles of supplies, which had become damaged from unavoidable casualties, or of no further use.

B No. 2.

Statement showing the amount of funds remitted to the officers of the Quartermaster's Department in the first three quarters of the year 1823, *and the amount for which accounts have been rendered for the same period.*

Amount in the hands of the several officers from the year 1822,	$26,694 00	
Amount remitted in the first quarter of 1823,	52,570 00	
second quarter of 1823,	71,450 00	
third quarter of 1823,	98,648 00	
Amount received by officers from the sales of public property, authorized during the period embraced above,	2,122 00	
		$251,484 00
Amount disbursed per accounts rendered for the first quarter,	61,617 02	
second quarter,	89,161 93	
third quarter,	79,112 36	
		229,891 00
Excess of remittances,	-	$21,593 00

NOTE.—The above excess is made up of small unexpended balances on the accounts of the several officers at the close of the third quarter, which have been carried to the service of the succeeding quarter. The amount was, on the 30th September, chiefly deposited in the various banks designated for the reception of public funds. The residue was in the hands of officers, stationed remote from those institutions.

C.

OFFICE OF THE COMMISSARY GENERAL OF SUBSISTENCE,
WASHINGTON, *November* 22, 1823.

SIR:

In obedience to your orders of 7th April last, and 5th instant, I have the honor of presenting to your view two statements; the one marked C No. 1 exhibiting the expenditures in this department for the entire year 1822; and that marked C No. 2 showing the disbursements in the first three quarters of 1823.

The whole amount remitted and charged in the year 1822 is $284,764 11; the amount disbursed and accounted for $270,850 46, leaving a balance of $13,913 65, from which the following sums are to be deducted, viz: $73 83 in the hands of the assistant commissary at Fort Osage, received by him in paper of the Edwardsville Bank; $6,500 remitted to the assistant commissary at New Orleans, on the 28th of December, 1822, only three days previous to the expiration of the year, and intended to meet the expenditures of the first quarter of 1823; $861 69 the amount of provisions actually purchased, and issued to the troops, but for which purchase the vouchers have been lost on their route from Arkansas to this place.

These three sums, collectively, deducted from $13,913 65, will leave a balance of $6,478 13 to be accounted for in the first quarter of 1823; and the whole of which, including the $6,500 remitted to the assistant commissary at New Orleans, on the 28th of December, 1822, has been accounted for in the first quarter of the present year.

The whole amount remitted and charged in the first three quarters of 1823 is $276,519 70, the amount disbursed and settled $254,278 93, leaving a balance of $22,240 77.

It may not be improper for me to remark, that, owing to the great distance which the military stations on the upper lakes, Upper Mississippi, and Red river are from any post route, the accounts for the third quarter of the year have not yet been received from those posts; it is, however, justly due to the assistant commissaries and agents of the department to state, that their accounts and returns are promptly and regularly rendered; and that of the moneys charged and disbursed in 1822, the loss of one cent has not accrued to the United States; and there is every reason to believe that the same will be the result of the disbursements for 1823.

Very respectfully, your most obedient servant,

GEO. GIBSON, *Com. Gen. Sub.*

The Hon. J. C. CALHOUN, *Secretary of War.*

C No. 1.

Statement exhibiting the moneys remitted to contractors in 1822, *and the amounts accounted for by them; the moneys remitted to the assistant and acting assistant commissaries of subsistence, for the same period; the charges against them for sales of provisions at auction to officers on the frontier posts, or otherwise, including the outstanding balances* 31*st December*, 1821, *and the amount accounted for by them in* 1822.

Names.	Remitted.	Charged on account of sales or otherwise.	Total charged.	Accounted for.	Remarks.
William Hill and Brothers, contractors,	$7,837 90	$1,846 78	$9,684 68	$9,674 84	
Cave Johnson, do.	11,533 10	2,410 14	13,943 24	13,943 24	
Jesse Smith, do.	8,168 19	–	8,168 19	8,168 19	
Henry J. Hunt, do.	14,389 16	–	14,389 16	14,389 16	
Worthington, Waddle, and Davisson, cont'rs.	5,074 68	–	5,074 68	5,074 68	
Martin Andrews, contractor,	6,123 81	–	6,123 81	6,123 81	
Adam G. Goodlet, do.	4,460 85	–	4,460 85	4,460 85	
Samuel Bell, do.	640 37	–	640 37	640 37	
Robert McCoy, do.	465 81	–	465 81	465 81	
Timothy Winn, do.	6,353 12	–	6,353 12	6,353 12	
Robert H. Gilman & Co. do.	6,119 26	8 79	6,128 05	6,128 05	
Nathaniel W. Strong, do.	2,136 76	–	2,136 76	2,136 76	
Thomas McKnight, do.	8,001 97	–	8,001 97	8,001 97	
Abraham Edwards, do.	568 00	–	568 00	568 00	
Robert S. Barr & Co. do.	29,010 88	–	29,010 88	29,010 88	
Ezra Meech, do.	1,465 27	–	1,465 27	1,465 27	
Napier and Wilbur, do.	6,670 91	–	6,670 91	6,670 91	
John and Daniel Hinsdale, do.	2,829 68	–	2,829 68	2,829 68	
John Napier, do.	8,887 75	–	8,887 75	8,887 75	
Lieut. William D. McRay, acting assist. c. s.	–	659 29	659 29	585 46*	
Lieut. Zalmon C. Palmer, assist. com. sub.	–	2,825 52	2,825 52	2,990 27	Disbursing.
Lieut. Andrew Lewis, do.	–	2,166 13	2,166 13	1,569 91	Disbursing.
Capt. Alexander R. Thompson,	–	6 43	6 43	6 43	Closed.
Lieut. John C. Kirk, do.	1,989 28	2,260 98	4,250 26	4,250 26	Closed.
Lieut. John A. Webber, do.	1,050 00	217 11	1,267 11	1,332 47	Disbursing.
Lieut. Chas. D'Espenville, act'g ass. c. sub.	431 53	–	431 53	431 53	Closed.
Lieut. John S. Peirce, acting do.	–	201 52	201 52	201 52	Closed.
Lieut. Timothy Green, do.	635 00	1 10	636 10	621 71	Disbursing.
Lieut. Martin Thomas, Jun., act. ass. c. sub.	250 00	77 76	327 76	256 72	Disbursing.
Lieut. Elijah Lyon, do.	707 31	536 41	1,243 72	1,185 51	Disbursing.
Lieut. John B. F. Russell,	–	649 21	649 21	266 81	Disbursing.
Lieut. Walter Bicker, assist. com. sub.	486 36	1,411 58	1,897 94	786 99	Disbursing.
Lieut. Charles Burbidge, do.	–	276 64	276 64	111 99	Disbursing.
Lieut. Henry Saunders, do.	440 00	41 45	481 45	484 33	Disbursing.
Lieut. Andrew McIntyre, do.	1,290 00	1,030 30	2,320 30	2,241 94	Disbursing.
Lieut. Charles S. Merchant, do.	765 24	566 02	1,331 26	1,227 95	Disbursing.
Lieut. Richard Bache, do.	460 00	37 74	497 74	497 74	Closed.
Lieut. Walter Smith, do.	580 00	66 86	646 86	646 46	Disbursing.
Lieut. Charles Mellon, do.	2,771 12	77 59	2,848 71	2,715 05	Disbursing.
Lieut. Jacob Schmuck, acting do.	110 00	681 06	791 06	791 06	Closed.
Lieut. M. A. Patrick, do.	525 00	73 55	598 55	570 35	Disbursing.
Lieut. Allen Lowd, do.	2,415 00	141 87	2,556 87	2,567 37	Disbursing.
Lieut. Richard Delafield, act'g do.	2,027 50	309 44	2,336 94	2,210 02	Disbursing.
Lieut. James Simonson, acting do.	643 00	–	643 00	643 00	Closed.

* The balance, $73 83, is in paper of the Edwardsville Bank, which he is ready to refund.

STATEMENT—Continued.

Names.	Remitted.	Charged on account of sales or otherwise.	Total charged.	Accounted for.	Remarks.
Lieut. James Young, assistant com. sub. -	$1,960 00	$252 25	$2,212 25	$2,151 25	Disbursing.
Lieut. Peter Melendy, do. -	7,805 91	1,297 80	9,103 71	9,103 71	Closed.
Lieut. G. Powell, acting do. -	1,200 00	40 85	1,240 85	1,240 85	Closed.
Lt. Col. James B. Many, act'g do. -	500 00	–	500 00	500 00	Closed.
Captain John Rogers, military storekeeper,	934 22	381 00	1,315 22	1,315 22	Closed.
Lieut. Col. Z. Taylor, - -	1,700 00	–	1,700 00	1,700 00	Closed.
General E. P. Gaines, - -	–	450 00	450 00	450 00	Closed.
Lieut. Martin Scott, acting assist. com. sub. -	–	109 70	109 70	109 70	Closed.
Lieut. D. Wilcox, acting do. -	–	1,043 12	1,043 12	1,043 12	Closed.
Lieut. William S. Colquhoun, do. -	8,070 18	602 34	8,672 52	8,672 52	Closed.
Lieut. William R. Jouett, act'g do. -	–	152 40	152 40	152 40	Closed.
Major William Hopkins, act'g do. -	–	7 03	7 03	7 03	Closed.
Lieut. P. Andrews, acting do. -	–	192 60	192 60	191 62	
Lieut. Isaac Clark, do. -	–	5,134 86	5,134 86	5,134 86	Closed.
Lieut. Thomas W. Landrum, do. -	645 00	21 66	666 66	662 08	Disbursing.
Captain H. Bradley, acting do. -	–	322 40	322 40	115 98	Disbursing.
Lieut. Arthur W. Thornton, ac. do. -	3,440 00	677 83	4,117 83	4,490 15	Disbursing.
Major William Bradford, act'g do. -	115 28	132 48	247 76	247 76	Closed.
Captain Samuel Spotts, acting do. -	–	182 41	182 41	182 41	Closed.
Lieut. L. A. Rigail, do. -	976 08	222 02	1,198 10	1,198 10	Closed.
Lieut. N. G. Dana, do. -	472 00	207 80	679 80	575 80	Disbursing.
Lieut. Jacob Brown, do. -	16,555 84	291 37	16,847 21	18,116 86	Disbursing.
Lieut. James A. Chambers, - -	–	510 83	510 83	125 30	Disbursing.
Lieut. Joseph P. Taylor, do. -	970 00	208 39	1,178 39	1,159 58	Disbursing.
Lieut. Thomas Barker, do. -	3,100 00	2,838 50	5,938 50	4,685 44	Disbursing.
Lieut. George W. Gardiner, do. -	1,815 59	8 85	1,824 44	1,693 39	Disbursing.
Lieut. William L. McClintock, -	15,622 46	1,284 87	16,907 33	10,051 35	*Disbursing.
Lieut. Hugh K. Meade, do. -	100 00	635 90	735 90	629 39	Disbursing.
Lieut. John B. Clark, do. -	500 00	871 45	1,371 45	1,371 45	Closed.
Lieut. Thomas J. Baird, do. -	610 00	67 92	677 92	665 31	Disbursing.
Lieut. Upton S. Fraser, do. -	770 00	401 18	1,171 18	1,122 92	Disbursing.
Lieut. John Munroe, do. -	200 00	237 10	437 10	471 60	Disbursing.
Lieut. Horatio N. Baker, do. -	–	1,131 13	1,131 13	1,131 13	Closed.
Lieut. William Wells, do. -	625 00	–	625 00	585 39	Disbursing.
Lieut. Thomas Childs, do. -	1,205 00	50 00	1,255 00	1,198 26	Disbursing.
Lieut. E. J. Lambert, acting do. -	250 00	405 31	655 31	655 31	Closed.
Lieut. P. Morrison, acting do. -	–	34 06	34 06	34 06	Closed.
Lieut. Nathan Clark, do. -	–	1,001 67	1,001 67	1,032 38	Disbursing.
Lieut. H. J. Feltus, acting do. -	–	113 22	113 22	113 22	Closed.
Capt. James R. Stubbs, acting do. -	–	343 57	343 57	33 37	
Lieut. John Philbrick, do. -	1,000 00	1,889 16	2,889 16	724 66	†Disbursing.
Lieut. H. W. Fitzhugh, do. -	2,020 00	375 70	2,395 70	2,657 07	Disbursing.
Capt. James H. Hook, acting do. -	14,270 46	–	14,270 46	14,270 46	Closed.
Lieut. James R. Blaney, acting do. -	–	680 24	680 24	680 24	Closed.
Lieut. George C. Hutter, act'g do. -	1,950 00	675 85	2,625 85	1,092 49	Disbursing.
Captain James Green, acting do. -	–	82 63	82 63	211 10	Disbursing.
Lieut. Harvey Brown, do. -	350 00	912 91	1,262 91	1,273 11	Disbursing.
Lieut. John L'Engle, do. -	610 00	246 81	856 81	830 38	Disbursing.
Lieut. Otis Wheeler, acting do. -	277 20	129 64	406 84	313 78	Disbursing.
Lieut. B. L. E. Bonneville, - -	–	850 00	850 00	496 71	Disbursing.
	$238,924 03	$45,840 08	$284,764 11	$270,850 46	

RECAPITULATION.

Total amount charged, - - - - - - - - -	$284,764 11
Total amount expended, - - - - - - - - -	270,850 46
Balance in the hands of the assistant and acting assistant commissaries of subsistence 31st December, 1822,	$13,913 65

* $6,500 remitted the 28th December, 1822, to meet expenses of first quarter of 1823.
† $861 69 of the moneys remitted have been furnished in provisions, but vouchers not received.

OFFICE OF THE COMMISSARY GENERAL OF SUBSISTENCE, WASHINGTON, *Nov.* 22, 1823.

GEO. GIBSON, *Com. Gen. of Subsistence.*

C No. 2.

Statement exhibiting the moneys remitted to contractors from the 1st of January to the 30th of September, 1823, and the amounts accounted for by them; the moneys remitted to the assistant and acting assistant commissaries of subsistence for the same period; the charges against them for sales of provisions at auction to officers on the frontier posts, or otherwise, including the outstanding balances 31st December, 1822, and the amount accounted for by them in the first, second, and third quarters of 1823.

Names.	Amount remitted.	Amount charged on account of sales, &c.	Total amount charged.	Total amount accounted for.	Remarks.
Cave Johnson, contractor,	$1,946 84	$2,956 64	$4,903 48	$4,903 48	
Jesse Smith, do.	2,516 95	-	2,516 95	2,516 95	
Henry J. Hunt, do.	2,292 17	-	2,292 17	2,292 17	
Martin Andrews, do.	4,077 29	-	4,077 29	4,077 29	
Silas Butler, do.	1,232 36	-	1,232 36	1,232 36	
Adam G. Goodlet, do.	2,593 49	232 42	2,825 91	3,275 91*	
Lathrop A. G. B. Grant, do.	473 99	-	473 99	473 99	
Robert McCoy, do.	1,389 02	3 43	1,392 45	1,392 45	
Philo L. Mills, do.	5,447 64	60 00	5,507 64	5,507 64	
Robert H. Gilman & Co. do.	4,912 77	-	4,912 77	4,912 77	
Robert S. Barr & Co. do.	4,852 53	-	4,852 53	4,852 53	
Ezra Meech, do.	1,389 38	-	1,389 38	1,389 38	
Napier and Wilbur, do.	5,468 15	114 69	5,582 84	5,582 84	
Robert J. Ward, do.	15,525 20	-	15,525 20	15,525 20	
Cary Selden, do.	11,928 31	-	11,928 31	11,928 31	
William and John James, do.	5,269 55	-	5,269 55	5,269 55	
Heman A. Fay, do.	988 00	-	988 00	988 00	
Cumberland D. Williams, do.	6,132 61	-	6,132 61	6,132 61	
Yarnall and McWilliams, do.	4,515 95	-	4,515 95	4,515 95	
Sterrett Rumsey, do.	3,219 00	-	3,219 00	3,219 00	
R. and J. Pogue, do.	10,051 51	-	10,051 51	10,051 51	
Yarnall and Pemberton, do.	13,398 44	-	13,398 44	13,398 44	
Lyman Farwell, do.	1,297 54	-	1,297 54	1,297 54	
Thomas Worthington, do.	3,440 42	-	3,440 42	3,440 42	
John McCurdy, do.	6,522 64	-	6,522 64	6,522 64	
Giles Sanford, do.	11,179 49	-	11,179 49	11,179 49	
Balance in the hands of the assistant and acting assistant commissaries of subsistence on the 31st of December, 1822,	-	13,939 65	13,939 65	13,939 65	
Lieut. Zalmon C. Palmer, assistant com. sub.	1,323 42	1,477 45	2,800 87	2,815 94	Disbursing.
Lieut. Andrew Lewis, do.	-	1,052 59	1,052 59	59 21	Disbursing.
Captain H. Bradley, acting do.	675 00	347 52	1,022 52	422 52	Disbursing.
Lieut. John A. Webber, do.	850 00	23 53	873 53	1,070 95	Disbursing.
Lieut. Timothy Green, do.	530 00	14 39	544 39	515 97	Disbursing.
Lieut. Martin Thomas, Jun., act'g do.	455 00	108 47	563 47	518 75	Disbursing.
Lieut. Charles S. Merchant, do.	335 24	131 07	466 31	446 58	Disbursing.
Lieut. Richard Delafield, acting do.	2,655 00	271 99	2,926 99	2,769 35	Disbursing.
Lieut. Giles Porter, acting do.	7,702 23	39 69	7,741 92	7,741 92	Closed.
Lieut. William R. Jouett, acting do.	-	5 87	5 87	5 87	Closed.
Lieut. M. A. Patrick, do.	425 00	28 22	453 22	450 73	Disbursing.
Lieut. Thomas W. Lendrum, do.	405 00	4 58	409 58	405 15	Disbursing.
Lieut. Arthur W. Thornton, do.	5,780 00	361 12	6,141 12	5,831 49	Disbursing.
Lieut. L. A. Rigail, do.	200 00	111 66	311 66	280 78	Disbursing.
Lieut. James Young, do.	300 00	1,376 14	1,676 14	809 06	Disbursing.
Lieut. Jacob Brown, do.	7,600 00	354 16	7,954 16	8,920 32	Disbursing.
Lieut. James A. Chambers, do.	250 00	421 03	671 03	671 03	Closed.
Lieut. Thomas Barker, -	3,400 00	1,229 95	4,629 95	3,587 89	Disbursing.
Lieut. Hugh K. Meade, do.	480 00	135 71	615 71	619 52	Disbursing.
Lieut. John B. Clark, do.	7,024 50	855 07	7,879 57	2,494 94	Disbursing.
Lieut. Upton S. Fraser, do.	675 00	100 85	775 85	542 70	Disbursing.
Lieut. John Munroe, do.	185 00	416 32	601 32	538 47	Disbursing.
Lieut. E. A. Hitchcock, acting do.	100 00	-	100 00	100 00	Closed.
Colonel H. Leavenworth, -	200 00	-	200 00	200 00	Closed.
Mr. Thomas Spence, -	1,042 00	-	1,042 00	1,042 00	Closed.
Lieut. Nathan Clark, do.	-	102 95	102 95	189 15	Disbursing.
Lieut. John Philbrick, do.	-	2,951 72	2,951 72	1,996 27	Disbursing.
Lieut. Charles Thomas, acting do.	-	142 56	142 56	99 42	Disbursing.
Lieut. George C. Hutter, acting do.	-	2,025 98	2,025 98	2,021 80	Disbursing.
Lieut. J. Rogers, acting do.	-	870 00	870 00	-	Disbursing.
Captain James Green, acting do.	460 00	6 81	466 81	466 81	Closed.
Lieut. J. Hopson, acting do.	-	324 87	324 87	117 75	Disbursing.
Lieut. Thomas Childs, do.	1,140 00	97 74	1,237 74	1,330 00	Disbursing.
Lieut. William Wells, -	1,870 00	190 62	2,060 62	2,044 94	Disbursing.
Lieut. Henry Saunders, do.	400 00	20 70	420 70	410 58	Disbursing.
Lieut. George W. Gardiner, do.	3,230 00	131 05	3,361 05	3,095 22	Disbursing.
Lieut. Harvey Brown, do.	7,920 00	-	7,920 00	3,443 83	Disbursing.
Lieut. Allen Lowd, do.	1,550 00	5 00	1,555 00	1,533 55	Disbursing.
Lieut. N. G. Dana, do.	440 00	112 40	552 40	573 12	Disbursing.
Lieut. Thomas J. Baird, do.	575 00	13 62	588 62	652 72	Disbursing.
Lieut. H. W. Fitzhugh, do.	2,325 00	-	2,325 00	2,346 70	Disbursing.
Lieut. William L. McClintock, do.	2,665 06	8,508 64	11,173 70	10,812 86	Disbursing.
Captain Joseph Plympton, -	800 00	-	800 00	800 00	Closed.
Lieut. Walter Smith, do.	525 00	12 00	537 00	565 20	Disbursing.
Lieut. Otis Wheeler, acting do.	-	142 92	142 92	142 92	Closed.
Lieut. Elijah Lyon, do.	-	1,610 17	1,610 17	776 44	Disbursing.
Lieut. John B. Triplett, acting do.	-	481 90	481 90	481 90	Closed.
Captain James H. Hook, acting do.	7,000 00	-	7,000 00	7,000 00	Closed.

* $450 due the contractor, for which a bill of exchange has been drawn, but was returned for endorsement.

STATEMENT—Continued.

Names.	Amount remitted.	Amount charged on account of sales, &c.	Total amount charged.	Total amount accounted for.	Remarks.
Lieut. B. L. E. Bonneville, act'g assist. c. sub.	$1,900 00	$1,041 82	$2,941 82	$1,086 78	Disbursing.
Lieut. John B. Hobkirk, acting do. -	479 00	97 65	576 65	315 03	
Lieut. Horace Bliss, acting do. -	300 00	-	300 00	300 00	Closed.
Lieut. Jeremiah Yancey, acting do. -	-	800 00	800 00	351 65	Disbursing.
Lieut. Wm. N. Bronaugh, acting do. -	-	499 78	499 78	270 02	Disbursing.
Captain G. Powell, acting do. -	300 00	63 55	363 55	45 00	Disbursing.
Lieut. Washington Wheelwright, do. -	-	4,418 09	4,418 09	4,418 09	Closed.
Lieut. Charles Mellon, do. -	954 31	100 52	1,054 83	1,054 83	Closed.
Lieut. Andrew McIntyre, do. -	2,120 00	133 11	2,253 11	2,304 49	Disbursing.
Lieut. Joseph P. Taylor, do. -	595 00	30 81	625 81	761 16	Disbursing.
Lieut. Joseph N. Chambers, do. -	470 00	142 95	612 95	612 95	Closed.
Lieut. Clifton Wharton, do. -	337 25	-	337 25	337 25	Closed.
Lieut. Campbell Graham, do. -	300 00	226 79	526 79	526 79	Closed.
Lieut. J. B. F. Russell, do. -	379 64	1,069 57	1,449 21	1,449 21	Closed.
Lieut. Walter Bicker, do. -	-	1,970 45	1,970 45	748 27	Disbursing.
Lieut. Richard Bache, do. -	160 00	17 06	177 06	173 31	Disbursing.
Lieut. John Pickell, do. -	-	167 18	167 18	167 18	
Lieut. William Day, do. -	-	16 02	16 02	14 50	
Major Henry Stanton, acting do. -	1,800 00	-	1,800 00		
Lieut. Aaron M. Wright, acting do. -	-	238 75	238 75		
Captain Joshua B. Brant, acting do. -	5,471 04	-	5,471 04	5,471 04	
Lieut. J. R. Wilcox, acting do. -	-	148 82	148 82		
Lieut. Samuel Wragg, acting do. -	-	45 00	45 00	45 00	Closed.
Lieut. H. J. Feltus, do. -	-	271 99	271 99	271 99	Closed.
	$221,119 93	$55,399 77	$276,519 70	$254,278 93	

RECAPITULATION.

Total amount charged, - - - - - - - - - -	$276,519 70
Total amount expended, - - - - - - - - - -	254,278 93
Balance in the hands of the assistant and acting assistant commissaries, to be accounted for in the fourth quarter of the year, - - - - - - - - - - -	$22,240 77

OFFICE OF THE COMMISSARY GENERAL OF SUBSISTENCE, WASHINGTON, *Nov.* 22, 1823.

GEO. GIBSON, *Com. Gen. of Subsistence.*

D.

SIR: PAYMASTER GENERAL'S OFFICE, WAR DEPARTMENT, *November* 20, 1823.

In obedience to your instructions, I have the honor to report, that, in the year 1822, there was drawn from the Treasury, on warrants in favor of paymasters of the army of the United States, the sum of nine hundred and eighteen thousand two hundred and seventy-five dollars and seventy-four cents; the whole of which was expended in paying the troops, and has been accounted for.

I have also the honor to submit a statement of the sums received by the several paymasters in the first three quarters of the present year; the amount unexpended and applicable to the payments of the fourth quarter; and the balance not yet accounted for.

I am confident, from the reports of the paymasters, that, by this time, all the troops have been paid to the 1st of September; the officers generally, and several companies, to the 1st of November; and that the accounts will be received before the close of the year.

Respectfully, your obedient servant,

N. TOWSON, *Paymaster General.*

Statement of the amount of money drawn from the appropriation for the Pay Department, and remitted to the disbursing officers on account of payments for the first three quarters of the year 1823; *the amount unexpended and deducted from the estimates for the fourth quarter; the balance to be accounted for, and the periods to which the troops have been paid, and accounts rendered.*

Names of Paymasters.	Amount of funds remitted in the first three quarters of the year.	Amou't unexpended and deducted from the estimates for fourth quarter.	Balance remaining to be accounted for.	Periods to which the troops have been paid, and accounts rendered.	Remarks.
David S. Townsend,	$48,600 00	None	None	September 1, 1823,	Balance of $1 56 due paymaster.
Satterlee Clark,	43,200 00	None	$11,448 00	July 1, 1823.	
Thomas J. Leslie,	130,100 00	None	None	September 1, 1823,	Balance of $440 99 due paymaster.
Chs. B. Tallmadge,	87,000 00	$9,154 39	None	September 1, 1823.	
Jacob W. Albright,	3,200 00	None	965 58		Resigned; since dead. His estate is solvent, and it is believed the balance will be paid without suit.
Timothy P. Andrews,	100,000 00	None	None	November 1, 1823.	
Charles H. Smith,	26,700 00	191 77	None	September 1, officers generally to Nov'r 1, 1823.	
Abraham A. Massias,	26,000 00	150 87	None	September 1, officers generally to October 1, 1823.	
Thomas Wright,	33,500 00	None	4,999 21	July 1, officers generally to September 1, 1823.	
Daniel Randall,	56,000 00	5,000 00	540 23	September 1, except one company at Sulphur Fork, Red river, which is paid to July 1, 1823.	The amount to be accounted for is reserved for the payment of the company at Sulphur Fork.
Asher Phillips,	21,500 00	None	2,703 12	May 1, officers generally to September 1, 1823.	Five companies stationed at Fort Smith, Arkansas, receive two payments in the year. Funds for the last payment are not furnished until after the expiration of the first three quarters, and the accounts are not expected before Decem'r.
Thomas Biddle,	58,300 00	None	None	September 1, officers generally to October 1, 1823.	
Alphonso Wetmore,	30,000 00	4,490 68	None	September 1, officers generally to October 1, 1823.	
David Gwynne,	61,800 00	4,324 49	4,396 20	Sept'r 1, except two companies at Saganaw, from which no accounts are received since May 1, 1823.	The paymaster reports the companies at Saganaw paid to Nov'r, 1823; but the accounts are not yet received.
George A. Bebley,	35,000 00	None	None	September 1, officers to 1st October, 1823.	
	$760,900 00	$23,312 20	$24,152 34		

PAYMASTER GENERAL'S OFFICE, WAR DEPARTMENT, *November* 20, 1823.

N. TOWSON, *Paymaster Gen.*

E.

SIR: SURGEON GENERAL'S OFFICE, *November* 24, 1823.

In compliance with your orders, I have the honor to state, that the amount disbursed on account of the Medical Department in the first three quarters of the present year was $15,056. All the bills presented during this period have been paid; all moneys advanced have been expended, and were regularly and satisfactorily accounted for, without loss to the United States; and but $200 have been advanced during the present quarter.

The supplies for the year were forwarded to the several posts at an early period; and were, in general, reported to have been received in good order, and to be of a good quality. They also appear to have been abundant in quantity, an extra requisition having been made at but few posts, in consequence of an unexpected increase of the number of troops, or unusual expenditure from the prevalence of summer complaints.

Nearly all the surgeons have been constantly on duty during the year, with the exception of those confined by sickness; and the furloughs granted have been for short periods. Returns have regularly been made of every article of public property under their charge, and on examination have been found strictly correct, and the quantity expended to be duly proportionate to the reports of sick.

With the exception of those stationed at Baton Rouge, the troops have in general been healthy. The number of deaths reported at all other posts, during the first two quarters of the year, was but forty-three, of which seven were from casualties.

From the returns and reports of the surgeons, as well as from other sources of information, it appears that the hospitals are well furnished with every thing necessary to the comfort and recovery of the sick; and from the talents, acquirements, and industry of the medical attendants, it is confidently believed that the soldier has now a much better opportunity for a speedy and perfect recovery than he could have in any other situation in which he would probably be placed.

Very respectfully, your obedient servant,

JOS: LOVELL, *Surgeon General.*

Hon. J. C. CALHOUN, *Secretary of War.*

F No. 1.

Statement of moneys received and disbursed during the first three quarters of the year 1823, *on account of the Purchasing Department.*

To amount of sundry warrants, issued by the Secretary of the Treasury in favor of Callender Irvine, commissary general of purchases, to the 30th September, 1823, as per statement No. 1, - - - - -	-	$116,206 00
By amount of disbursements during the first quarter of 1823, passed to the credit of the commissary general by William Lee, Esq., Second Auditor Treasury Department, - - - - - -	$33,282 08	
By amount, during the second quarter of 1823, - - - -	35,825 31	
By amount of my accounts for the third quarter of 1823, now before the Second Auditor for settlement, - - - - - - -	23,612 98	
	92,720 37	
By a transfer to the "appropriation of 1822 for the purchase of woollens for 1823," directed to be made per Wm. Lee, Second Auditor, - -	30,059 05	
		$122,779 42

COMMISSARY GENERAL'S OFFICE, PHILADELPHIA, *November* 15, 1823.

C. IRVINE, *Commissary General of Purchases.*

J. C. CALHOUN, Esq., *Secretary of War.*

F No. 2.

Statement of moneys received and disbursed during the first three quarters of the year 1823, *on account of the "appropriation of* 1822 *for the purchase of woollens for* 1823."

To amount of transfer from the Purchasing Department, per order of William Lee, Second Auditor, - - - - - - - - -	$30,059 05	
To amount of warrant issued by the Secretary of the Treasury, in favor of Callender Irvine, commissary general of purchases, to the 30th September, 1823, as per statement No. 2, - - - - - - - -	22,600 00	
		$52,659 05
By amount of purchases during the second quarter of 1823, passed to the credit of C. Irvine, commissary general, per William Lee, Esq., Second Auditor Treasury Department, - - - - - - - - -	20,123 99	
By amount of my account for the third quarter of 1823, *now* before the Second Auditor for settlement, - - - - - - - - -	24,350 95	
		44,474 94

COMMISSARY GENERAL'S OFFICE, PHILADELPHIA, *November* 15, 1823.

C. IRVINE, *Commissary General of Purchases.*

J. C. CALHOUN, Esq., *Secretary of War.*

F No. 3.

Cost of clothing for the army of the United States, during the year 1824.

	Dolls.	cts.
Forage cap, - - -		40
Leather cap, - - -	1	50
Oilcloth cap cover, - - -		45
Pompons, - - -		20
Bands and tassels, - - -		12
Cockades and eagles, - -		6¼
Cap plates, - - -		8
Cap scales, - - -		60
Worsted wings, per pair, - -		55½
Gray woollen overalls, - -	2	27
Drilling overalls, privates, - -		87
Drilling overalls, sergeants, - -	1	01
Cotton jackets, with sleeves, inf. privates, -	1	05
Cotton jackets, with sleeves, inf. sergeants, -	1	22
Cotton jackets, with sleeves, art. privates, -	1	11
Cotton jackets, with sleeves, art. sergeants,	1	28
Woollen jackets, artillery, - -	2	93
Woollen jackets, infantry, - -	2	82
Cotton shirts, privates, - -		72
Cotton shirts, sergeants, - - -		75
Flannel shirts, - - -	1	27½
Flannel drawers, - - -	1	00
Fatigue frocks, - - -	1	10
Fatigue trowsers, - - -		78½
Laced bootees, per pair, - -	1	62½
Shoes, per pair, - - -	1	25
Stockings, per pair, - - -		40
Socks, per pair, - - -		21
Leather stocks, - - -		14½
Blankets, woollen, - - -	2	70
Great coats, - - -	7	00
Infantry coats, privates, - -	5	81
Infantry coats, sergeants, - -	5	81
Infantry coats, musicians, - -	7	53
Artillery coats, privates, - -	6	00
Artillery coats, sergeants, - -	6	00
Artillery coats, musicians, - - -	7	72

COMMISSARY GENERAL'S OFFICE, PHILADELPHIA, *November* 15, 1823.

C. IRVINE, *Commissary General of Purchases.*

J. C. CALHOUN, Esq., *Secretary of War.*

G.

SIR: ENGINEER DEPARTMENT, *November* 20, 1823.

In pursuance of your order of the 5th instant, I have the honor to report the application of the appropriations of this year, referring to the several fortifications and the Military Academy; the works projected by the board of engineers, which have not been commenced, and the estimates of their cost; the present state of the fortifications under construction; the duties upon which the board of engineers and the topographical engineers have been employed during this year; and the condition of the Military Academy.

The accompanying tables, G No. 1, G No. 2, G No. 3, and reports A and B, afford part of the information proposed above to be furnished by this report.

Table G No. 1 exhibits the application of the sums appropriated this year for the several fortifications.

Table G No. 2 exhibits the amount drawn for the first three quarters of this year, and the amount of accounts rendered for settlement under the respective appropriations.

Table G No. 3 exhibits the works projected by the board of engineers which have not been commenced, and the estimates of their cost. The projects of a number of works, in addition to those contained in this table, have been completed by the board of engineers; but their report of them not having been received, they could not be included in the table, which, as it now stands, does not differ from that reported last year.

Report A, of the board of engineers, in conjunction with Commodore Bainbridge of the navy, relates to the practicability and utility of establishing a breakwater at the mouth of Delaware bay, near Cape Henlopen, to form a harbor for the protection of vessels against floating ice and heavy gales. The report submits two projects, illustrated by drawings, and contains a detailed estimate of the expense for each.

Report B, of the board of engineers, exhibits the result of its examination of the harbor of Presque Isle on Lake Erie, and furnishes a project for the removal of the bar obstructing its entrance, illustrated by drawings, and a detailed estimate of the expense of effecting it.

The drawings above referred to are on file in this department.

The appropriations of the year 1823 for the several fortifications, amounting to $370,000, and for the Military Academy, amounting to $13,979, have been expended upon the objects to which they were respectively applicable, and the accounts for the same have been rendered and settled.

All of the amounts drawn in the first three quarters of the year 1823 will have been satisfactorily accounted for, when a small portion of the accounts, not yet rendered for settlement, but daily expected, shall have been received. There has been no defalcation in any of the agents under the Engineer Department; the delay in the rendition of the small portion of accounts not received having been produced, with respect to those for the Rigolets and Chef Menteur, by the failure of the department to transmit the requisite funds in season; and, with respect to the others, by causes which have been satisfactorily explained.

The several fortifications under construction, and those which have been, since the last annual report, commenced, have progressed in as satisfactory a manner as circumstances would permit. The workmanship, in every instance, is of the most respectable character, and the materials all of the best kind and most durable nature.

Fort Delaware is so far completed that it will be ready to receive its guns and a garrison in the ensuing spring. An unusual degree of sickness prevailed in the Delaware the last fall, whereby the engineers and men employed at the fort suffered very much, and had for a time to discontinue the works, otherwise this fort would have been completed within this year; however, its present state is such as, with no great exertions, it might be rendered immediately a formidable defence to the river Delaware. It will be completed in the course of the ensuing season, with the remainder of the appropriation applicable to that purpose.

Fort Washington is completed, with the exception of some objects of minor consideration, which the residue of the appropriation is adequate to effect.

Fortress Monroe begins to present a formidable appearance: the exterior wall, ten feet thick at its base, is carried on an average all round the place to the height of twelve feet, and a wet ditch surrounds the whole work. A battery on the covert-way is constructed, capable of receiving forty-two pieces, and in the three fronts of the fortress on the sea side embrasures are partly constructed for eighty-four guns; so that, in case of necessity, a battery of one hundred and twenty-six heavy guns might readily be mounted for the protection of Hampton Roads.

The mole on the Rip Rap shoals, on which Fort Calhoun is to be erected, has progressed very satisfactorily also; the mole is now about six feet above the water, and has withstood the violence of the sea in such a manner as to prove its solidity and the permanency of the foundation; it already exhibits to the eye the advantages which this position, in connexion with Fortress Monroe, on Old Point Comfort, possesses in defending Hampton Roads. Great care has been manifested by the engineers in carrying on these works, and the execution of the workmanship is creditable to the superintending officer.

The work at Mobile Point progresses slowly, but satisfactorily; a large quantity of materials is collected there under the late appropriation.

The works at the Rigolets and Chef Menteur have been prosecuted with all the vigor which the circumstances of the climate would admit. The fort at the Rigolets is nearly completed, and that at Chef Menteur commenced and well advanced.

The new work at Plaquemine Bend, on the right bank of the Mississippi, opposite to Fort St. Philip, called *Fort Jackson*, has been located, the land around it cleared and drained, and a number of materials collected: this work was also retarded by the sickness which prevailed there last season; but, notwithstanding, the local engineer reports that the whole of the sums appropriated to that work will be applied in the course of the month of January next.

The repairs contemplated by the act of Congress of last session on Fort Jackson, at Five Fathom Hole, in the Savannah river, below the city, have been completed.

The progress of the board of engineers in its labors, comprehending the topographical engineers, from the commencement of this year, has been extensive and important. The board of engineers has been engaged in the course of the year on projects for the defence of Boston, Salem, and Marblehead, in Massachusetts; Portsmouth, in New Hampshire; Portland, in Maine; and the mouths of Cape Fear river and harbor of Beaufort, in North Carolina; in which period all the plans and estimates for the first three places have been completed; those for Portsmouth carried as far as possible without further surveys; those for House Island and Fort Preble Point, Portland harbor, completed; there being a little more levelling necessary before the other defences of the harbor could be begun; the plans and estimates for the defence of Cape Fear river completed, with the exception of a small work on Federal Point; and those for a work for the defence of Beaufort harbor nearly finished.

The board, in conjunction with Commodore Bainbridge of the navy, visited the capes of the Delaware to examine the practicability of establishing a breakwater there for the protection of vessels from ice and tempests; and pro-

jected plans and estimates for that purpose. In the course of the summer the board examined the harbor of Erie, on Lake Erie, in Pennsylvania, with a view to its improvement, and furnished a project and estimate for that purpose. The board examined the proposed canal from the mouth of the Lehigh river, in Pennsylvania, to the tide-water of the Passaic in New Jersey, and made a report in detail on the practicability, expense, and advantages of the canal, in a local and national point of view. The board also entered upon an examination of the proposed canal between the Delaware and Chesapeake in the course of the summer, and are now engaged on the same project.

The topographical engineers have been engaged as follows: In surveying Portsmouth harbor, in New Hampshire; the Patuxent river; the St. Mary's river and harbor; surveying and levelling Hawkins' Point and its vicinities, in Maryland; the harbor of Charleston, in South Carolina; in locating the lead mines on the Mississippi, leased to individuals under the law; in ascertaining the practicability of opening a communication between the turnpikes in the rear of West Point and the Putnam turnpike, which terminates at Cold Spring, on the left bank of the Hudson, opposite to West Point; in assisting to ascertain the practicability of opening a communication by canals between the Conewago falls on the Susquehannah and Baltimore, and between the Conewago falls and tide-water of the Susquehannah; and in plattings and drawings relating to the surveys above mentioned, and of others previously made; and, also, in exploring a part of East Florida, and the western waters, by the St. Peter's, to the forty-ninth degree of north latitude, thence to Lake Superior and the Sault de St Marie; and in preparing for publication an account of the last mentioned expedition.

The Military Academy, although in a respectable state last year, has since evidently improved in every respect; the regulations, which had been under experiment, have been fairly tested as to their efficiency, and have, with some additions and modifications, been approved and printed for the use of the institution; so that each individual possessing a copy may conform, with exactness and readiness, to their injunctions. The number of cadets at this time attached to the academy amounts to two hundred and fifty-three, and the number which has been graduated and attached to the army this year amounts to thirty-six.

Respectfully submitted:

ALEXANDER MACOMB, *Maj. Gen., Chief Engineer.*

G No. 1.

Exhibiting the application of the sums appropriated in the year 1823 *for the several fortifications designated.*

DESIGNATION OF THE SEVERAL FORTIFICATIONS.	APPLICATION OF THE SUMS APPROPRIATED IN THE YEAR 1823.			
	Amount appropriated.	Amount issued from the Treasury in the first three quarters.	Amount expended in the first three quarters.	Amount applicable to the fourth quarter.
Fort Delaware, - - -	$58,000 00	$31,500 00	$29,646 20	$28,353 80
Fort Washington, - - -	46,000 00	23,300 00	19,751 14	26,248 86
Fort Monroe, - - -	100,000 00	78,300 00	73,954 25	26,045 75
Fort Calhoun, - - -	80,000 00	77,900 00	71,812 68	6,087 32
Fort at Mobile Point, for collecting materials, - - - -	50,000 00	33,500 00	64,153 99	16,500 00
Fort at Rigolets and Chef Menteur, -	100,000 00	75,000 00	67,273 40	32,726 60
Fort on the right bank of the Mississippi, opposite Fort St. Philip, for collecting materials, &c., - - -	40,000 00	15,000 00	8,371 87	31,628 13
Fort Jackson, for repairing, - -	8,000 00	4,000 00	3,856 30	Completed.
	$482,000 00	$338,500 00	$338,819 83	$167,590 46

Remarks.—On account of the unhealthiness of the climate, the operations at Plaquemine Turn were suspended early in the summer, and were not resumed until about a month ago; but, notwithstanding this interruption, the residue of the appropriation will be absorbed in the course of the ensuing month of January. The operations at the other fortifications have progressed successfully and satisfactorily.

The excess of expenditure at Mobile Point resulted from the application of part of the appropriation for 1822.

The sum of $50,000, issued on the 7th of October, for Rigolets and Chef Menteur, is included in the $75,000 stated.

G No. 2.

Exhibiting the amounts drawn for the first three quarters of the year 1823, *and the amount of accounts rendered for settlement during the same period, under the respective appropriations designated.*

DESIGNATIONS OF APPROPRIATIONS.	Amount drawn for the first three quarters of the year 1823.	Amount of accounts rendered for settlement in the same period.
Fort Delaware,	$31,500 00	$31,950 79
Fort Washington,	24,971 73	22,565 96
Fort Monroe,	84,598 44	65,616 40
Fort Calhoun,	78,343 59	71,815 46
Fort at Mobile Point, for collecting materials,	63,500 00	41,933 42
Rigolets and Chef Menteur,	75,000 00	60,906 00
Fort on the right bank of the Mississippi, opposite Fort St. Philip,	16,372 99	35,398 66
Repairing Fort Jackson, on Savannah river,	4,000 00	3,856 30
Fortifications,	306 42	7,109 19
Repairs and contingencies of fortifications,	19,283 98	13,286 36
Military Academy,	9,371 76	1,568 62
	$407,248 91	$356,007 16

Remarks.—The appropriations of the year 1822 for the several fortifications, amounting to $370,000, and for the Military Academy, amounting to $13,979, have been expended upon the objects to which they were respectively applicable, and the amounts for the same have been rendered and settled.

All of the amounts drawn in the first three quarters of the year 1823 will have been satisfactorily accounted for when a small portion of the accounts not yet rendered for settlement, but daily expected, shall have been received.

There has been no defalcation in any of the agents under the Engineer Department; the delay in the rendition of the small portion of accounts not received having been produced, with respect to those for Rigolets and Chef Menteur, by the failure of the department to transmit the requisite funds in season; and, with respect to the others, by causes which have been satisfactorily explained.

G No. 3.

Exhibiting the works projected by the Board of Engineers which have not been commenced, and the estimates of their cost.

DESIGNATION OF THE WORKS.	Estimate of their cost.
First Class.—*To be commenced as soon as possible.*	
Fort St. Philip, Louisiana,	$77,810 79
Battery at Bayou Bienvenue,	94,582 30
Fort at Soller's Point flats, Patapsco river,	673,205 44
Fort at New Utrecht Point, Narrows, New York harbor,	371,970 60
Redoubt in advance of ditto,	53,094 72
Fort Tompkins, New York,	420,826 14
Redoubt in advance of ditto,	65,162 44
Fort at Wilkins' Point, New York,	456,845 51
Fort at Throg's Point, do.	471,181 53
Fort at Brenton's Point, Rhode Island,	575,514 10
Redoubt in advance of ditto,	154,652 42
Fort at Dumpling's Point, Rhode Island,	579,946 57
Fort at Rose Island, do.	82,411 74
Dike across west passage, Narraganset river,	205,000 00
	$4,282,132 30
Second Class.—*To be commenced at a later period.*	
Fort at Grande Terre, Louisiana,	$264,517 53
Tower as Passe au Heron, Mobile bay,	16,677 41
Tower at Bayou Dupré,	16,677 41
Fort at Hawkins' Point, Patapsco river,	244,337 14
Fort at St. Mary's, Potomac river,	205,602 33
Fort, opposite Pea Patch, Delaware river,	347,257 71
Fort on Middle Ground, outer harbor, New York,	1,681,411 66
Fort on East Bank, New York,	1,681,411 66
Fort Hale, Connecticut,	31,815 83
Fort Wooster, do.	27,793 34
Fort Trumbull, do.	77,445 21
Fort Griswold, do.	132,930 41
	$4,727,177 63
Third Class.—*To be commenced at a remote period.*	
The rafts to obstruct the channel between Forts Monroe and Calhoun,	$240,568 00
Fort on Crany Island flats,	258,465 00
Fort at Newport News,	244,337 14
Fort on Naseway shoals,	673,205 44
	$1,416,575 58

RECAPITULATION.

First class, fourteen works,	$4,282,134 30
Second class, twelve works,	4,727,177 63
Third class, four works,	1,416,575 58
	$10,425,887 51

REMARK.—The classification in this table, distinguishing three periods, exhibits the works enumerated, in the order of their efficiency to meet the earliest probable emergency.

ALEXANDER MACOMB, *Maj. Gen., Chief Engineer.*

H.

SIR: ORDNANCE DEPARTMENT, *November* 21, 1823.

In compliance with your instructions, of the 7th of April last, and of the 5th instant, I have the honor to communicate, herewith, the papers marked H No. 1, H No. 2, H No. 3, H No. 4, and H No. 5, containing the statements required, viz:

Statement H No. 1 exhibits an account of the remittances, through this department, in the year 1822, showing the amount, under each head of appropriation, received by each disbursing officer; the amount of the accounts rendered by them; and the balances remaining in the hands of each, at the close of the year.

By this statement, it appears that the total amount of money expended through this department, in the year 1822, was	$698,467 16
The amount of accounts rendered and settled in the same time was	643,418 60
The balance remaining in the hands of disbursing officers, at the close of the year, was	$55,048 56

and that the whole of this balance has been since accounted for, no instance of defalcation having occurred.

Statement H No. 2 exhibits an account of the moneys transmitted to the several disbursing officers at the armories and arsenals, during the first three quarters of the present year; the amount of the accounts rendered by them during the same period; and the balances remaining unexpended, in the hands of each, at the close of the third quarter.

By this statement, it appears that the total amount of moneys transmitted was	$346,217 68
The amount of accounts rendered,	339,983 93
The balances remaining unexpended, at the close of the third quarter, in the hands of disbursing officers,	$6,233 75

The accounts of all the disbursing officers and agents of this department have been rendered up to the 30th of September last, and have been deposited in the Auditor's Office for settlement.

Statement H No. 3 shows the number and description of arms and accoutrements procured, and of the expenditures made under the act for arming and equipping the militia, during the first, second, and third quarters of the present year.

The arms procured under this act are as follows, viz:

Muskets,	9,240
Rifles,	1,542
Pistols,	3,400
Total	14,182

The amount drawn from the Treasury on this account is	$171,845 92
Amount collected on account of advances,	13,682 00
	$185,527 92

The amount collected on account of advances is a reimbursement of a part of the sums advanced to contractors, several years past. No advances have been made upon any contracts made by this department since the year 1819.

In July last an apportionment was made of the arms due to the several States and Territories, under the above-mentioned act, up to the close of the year 1822. The arms apportioned were those procured during the last seven years, and amounted to ninety-four thousand stands. After deducting the partial deliveries which had been made on account, there remained due to the several States and Territories about sixty-six thousand eight hundred stands, of which about thirty-six thousand have been transported and delivered: the remainder have either been delivered, or are in due course of transmission; the reports of which have not yet been received. A doubt has arisen whether the terms of the act authorized a distribution to the militia of the District of Columbia. The third section provides that the arms shall be transmitted to the several States and Territories, in proportions corresponding with the number of effective militia in each respectively, and that they shall be distributed under such rules and regulations as shall be prescribed by their respective Legislatures. No such regulations have been established for the distribution of arms to the militia of the District; nor is there any executive officer designated by law to whom this department can deliver them.

Under these circumstances, the delivery has been suspended; and I take the liberty respectfully to suggest that provision may be made by law for furnishing to the militia of the District the quota of arms which shall be due thereto.

Statement H No. 4 exhibits an account of the work done, and supplies procured, at the several armories and arsenals, from the 1st October, 1822, to the 30th September, 1823. In addition to the particulars shown in this statement, much other business has been done, which cannot be exhibited in a tabular form; such as the repairs and preservation of the arsenals, workshops, and wharves; the enclosures and improvements of the public grounds; and the preservation and improvement of the establishments, generally.

Those objects have received due attention, and the condition of all the public buildings, and other property under the control of this department, has been much improved; and they are, generally, in a good state of preservation.

The work done under the appropriation for arsenals, and which is not embraced in the statement, is the following:

At Frankford, Pennsylvania.—An arsenal 100 by 36 feet, three stories high; a store-house, 60 by 26 feet, two stories high; and two workshops, 45 by 26 feet, one story high; all of stone, with slate roofs, have been commenced; of which, the store-house and workshops have been completed, and the arsenal nearly finished. The interior of a building for officers' quarters, formerly commenced, has also been completed.

At Greenleaf's Point, District of Columbia.—Two workshops of brick, each 100 by 25 feet, one story high, have been commenced and completed. A substantial wall, 260 feet in length, connecting the buildings, has also been erected; and 6,000 cubic yards of earth have been removed; 1,400 feet of stone fence, enclosing the magazine, has also been built.

At Baton Rouge.—The arsenal formerly commenced at that place has been entirely completed; and a substantial gun-house, 110 by 45 feet, of brick, has been commenced, and some progress made. The establishment at that place has been so far completed, that the ordnance and ordnance stores, hitherto at New Orleans, (a considerable part of which was deposited in rented warehouses) have been removed to it.

At Watervliet, New York.—Five and three-quarters acres of land adjoining the public ground, and the New York canal, have been purchased; and a substantial shed, 100 by 28 feet, has been erected.

Statement H No. 5 shows the quantity of ordnance and ordnance stores issued from the arsenals and depots, for the supply of the army and military posts, from the 1st January to the 30th September, 1823.

In conclusion, I beg leave to observe, that, upon a review of the preceding statements, it will be seen that about $700,000 was drawn from the Treasury and remitted to the disbursing officers of this department, and to contractors, during the year 1822; and that the whole amount has been regularly and promptly accounted for; and that about $518,000 has been remitted in like manner, during the first three quarters of the present year; and that the accounts of all the disbursing officers have been rendered up to the close of the third quarter, which account for the expenditure of about $512,000, leaving a balance of only $6,000 unexpended, which is applicable to the expenses of the present quarter; no instance of defalcation or failure to render accounts promptly having occurred during the period embraced by the statements. These satisfactory results show that the present system of accountability has attained a high degree of perfection, and that it has answered the fullest expectations.

It may not be irrelevant to add, that there has been a steady progressive improvement, as respects both the number and quality of the arms procured. The product of the national armories will this year exceed by two thousand stands that of any former year, and of a quality equal to any that have been manufactured in the country.

I have the honor to be, sir, very respectfully, your obedient servant,

GEO. BOMFORD, *Lieut. Col. on ordnance duty.*

Hon. J. C. CALHOUN.

H No. 1.

Statement of the money expended through the Ordnance Department in the year 1822.

Officers' names and stations.	Amount of sums remitted, including the balances in the hands of agents on the 1st January, 1822. APPROPRIATIONS. For national armories.	For the current expenses of the ordnance service.	For arsenals.	For cannon, shot, shells, &c.	For arming and equipping the militia, &c.	Total amount remitted.	Amount expended and accounted for in 1822.	Balances remaining unexpended in the hands of disbursing officers, 31st Dec. 1822.	Remarks.
John Chaffee, armory, Springfield, Mass.,	$192,937 42	-	-	-	$1,530 58	$194,468 00	$183,321 66	$11,146 34	Balance accounted for in first quarter of 1823.
John P. McGuire, armory, Harper's Ferry.	183,553 34	-	-	-	-	183,553 34	157,184 89	26,368 45	Ditto.
Capt. D. T. Welch, arsenal, Watertown,	-	$3,313 75	-	-	-	3,313 75	2,821 97	491 78	Ditto.
Lt. A. Mackay and Lt. J. Monroe, N. Y.,	-	569 72	-	1,250 00	-	1,819 72	1,485 60	334 12	Ditto.
Lieut. Martin Thomas, Frankford, Penn.,	-	2,118 18	-	-	810 00	2,928 18	2,351 21	576 97	Ditto.
Lieut. N. Baden, Baltimore, Maryland, -	1,010 61	1,790 86	-	-	-	2,801 47	2,712 79	88 68	Ditto.
Capt. G. Talcott, Pittsburg, Penn., -	-	9,226 81	-	-	500 00	9,726 81	8,276 81	1,450 00	Ditto.
Lieut. J. Simonson, Greenleaf's Point, -	-	2,427 81	-	3,600 00	500 00	6,527 81	4,822 39	1,705 42	Ditto.
Capt. R. L. Baker, Richmond, Virginia, -	-	1,159 77	-	-	-	1,159 77	862 34	297 43	Ditto.
Capt. H. K. Craig, Augusta, Georgia, -	-	4,295 92	226 52	-	476 00	4,998 44	4,287 49	710 95	Ditto.
Lieut. J. A. Adams, New Orleans, -	-	200 00	-	-	-	200 00	-	200 00	Ditto.
Lieut. J. Symington, Baton Rouge, -	-	600 00	10,392 32	-	-	10,992 32	8,949 55	2,042 77	Ditto.
J. Whistler, m. s. k., Belle Fontaine, -	-	108 22	-	-	-	108 22	54 53	53 69	Ditto.
S. Perkins, m. s. k., Detroit, -	-	898 42	-	-	-	898 42	679 74	218 68	Ditto.
R. L. Stevens, for elongated shells, -	-	-	-	6,000 00	-	6,000 00	6,000 00	-	Payments due on audited acc'ts.
John Clarke & Co., for shot and shells, -	-	-	-	5,490 45	-	5,490 45	5,490 45	-	Payments due on audited acc'ts.
John Mason, for cannon, howitzers, &c.,	-	-	-	8,000 00	-	8,000 00	-	8,000 00	Accounted for third quarter 1823.
Major J. Dalliba, Watervliet, New York,	-	7,045 26	324 69	-	500 00	7,869 95	6,506 67	1,363 28	Accounted for first quarter 1823.
Sundry contractors for small arms, &c., -	-	-	-	-	247,610 51	247,610 51	247,610 51	-	Payments due on audited acc'ts.
Total, -	$377,501 37	$33,754 72	$10,943 53	$24,340 45	$251,927 09	$698,467 16	$643,418 60	$55,048 56	

ORDNANCE DEPARTMENT, *November* 21, 1823.

GEO. BOMFORD, *Lieut. Col. on ordnance duty.*

H No. 2.

Statement of funds transmitted to the several armories and arsenals of the United States, from the 1st January to the 30th September, 1823, and the amount of accounts rendered from each during the same period.

Officers' names and stations.	Amount in officers' hands, 1st January, 1823.	Amount transmitted in the 1st, 2d, and 3d quarters of 1823.	Total amount.	Amount of accounts rendered in the 1st, 2d, and 3d quarters of 1823.	Balances remaining in officers' hands, Oct. 1, 1823.
John Chaffee, armory, Springfield, Mass.,	$11,146 34	$129,019 00	$140,165 34	$138,999 77	$1,165 57
John P. McGuire and Wm. P. Craighill, armory, Harper's Ferry, Virginia,	26,368 45	120,000 00	146,368 45	144,868 45	1,500 00
Capt. D. T. Welch and Lieut. J. W. Thompson, arsenal, Watertown, Massachusetts,	491 78	2,300 00	2,791 78	2,443 15	348 63
Major J. Dalliba and Lieut. A. Lowd, arsenal, Watervliet, New York,	1,363 28	7,040 00	8,403 28	8,160 83	242 45
Lieut. James Monroe, arsenal, New York,	334 12	750 00	1,084 12	1,084 12	
Lieut. M. Thomas, Frankford arsenal, Penn.,	576 97	16,059 32	16,636 29	16,546 57	89 72
Lieut. N. Baden, arsenal near Baltimore, Md.,	88 68	1,977 42	2,066 10	2,025 62	40 48
Capt. J. Talcott and Lieut. G. S. Drane, arsenal, Pittsburg, Pennsylvania,	1,450 00	6,775 45	8,225 45	8,074 94	150 51
Lieut. J. Simonson and Lieut. W. E. Williams, arsenal, Greenleaf's Point,	1,705 42	7,000 00	8,705 42	6,955 83	1,749 59
Capt. R. L. Baker and Lieut. T. J. Baird, arsenal, near Richmond, Virginia,	297 43	600 00	897 43	639 37	258 06
Capt. H. K. Craig and Capt. A. Mackay, arsenal, Augusta, Georgia,	710 95	2,045 67	2,756 62	2,656 68	99 94
Lieut. J. Symington and Lieut. J. A. Adams, arsenal, Baton Rouge,	2,042 77	-	2,042 77	2,042 77	
J. Whistler, depot, Belle Fontaine,	53 69	-	53 69	46 19	7 50
S. Perkins, arsenal, Detroit,	218 68	-	218 68	218 68	
Lieut. J. A. Adams, depot, New Orleans,	200 00	1,200 00	1,400 00	818 70	581 30
Sundry persons for balances due on settlements,	-	4,402 26	4,402 26	4,402 26	
Total,	$47,048 56	$299,169 12	$346,217 68	$339,983 93	$6,233 75

ORDNANCE DEPARTMENT, *November* 21, 1823.

GEO. BOMFORD, *Lieut. Col. on ordnance duty.*

H No. 3.

Statement of the arms and accoutrements procured, and of the expenditures made, under the act of 1808, *for arming and equipping the militia; from* 1st *of January to the* 30th *of September*, 1823.

Arms and accoutrements procured.

Muskets,	9,240
Rifles,	1,542
Pistols,	3,400
Flints,	24,000
24 pdr. spherical case shot,	2,717
12 pdr. do.	1,472
Rifle accoutrements, complete,	600
Sabre belts,	823
Rifle accoutrements, without flasks,	550

Expenditures, viz:

Amount paid for the arms and accoutrements procured,	$166,307 13
Amount paid for inspection, packing boxes, storage, and distribution to the respective States,	5,538 79
Total amount drawn from the Treasury,	$171,845 92
Amount collected from contractors, on account of former advances,	13,682 00
Total value of arms and accoutrements procured, at contract price,	$185,527 92

ORDNANCE DEPARTMENT, *November* 21, 1823.

G. BOMFORD, *Lieut. Col. on ordnance duty.*

H No. 4.

Statement of work done and supplies procured at each of the armories and arsenals of the United States, from the 1st October, 1822, to the 30th September, 1823.

STATIONS.	Muskets manufactured.	Ball screws manufactured.	Wipers manufactured.	Screw drivers manufactured.	Spring vices manufactured.	Arm chests manufactured.	Muskets repaired.	Muskets cleaned and furbished.	Muskets new stocked.	Rifles repaired.	Rifles cleaned and furbished.	Rifles new stocked.	Swords and sabres cleaned and repaired.	Pistols cleaned and repaired.	Boxes of arms unpacked, inspected, and repacked.	Cannon and howitzers cleaned and lackered.	Cannon and howitzers proved and inspected.	Shrapnell shells proved and inspected.	Gun-carriages made.	Gun-carriages repaired.	Musket and rifle barrels proved.	Infantry accoutrements cleaned and repaired.	Artillery harness cleaned and repaired.	Rammers and sponges made.	Tamkins made.	Prolonges made.	Bricoles made.	Gunners' haversacks made.	Powder horns made.	Sponge buckets made.	Tube boxes made.	Sets tube moulds made.	Rammers and sponges repaired.	Rocket moulds repaired.
Armory, Springfield, Mass. -	14,400	1,440	14,400	14,400	1,440	720																											
Armory, Harper's Ferry, Va. -	11,500	1,150	11,500	11,500	1,150	575																											
Arsenal, Watertown, Mass. -	-	-	-	-	-	37	120	1,380	-	8	-	-	-	18	-																		
Arsenal, Watervliet, New York,	-	-	-	-	-	4	2,043	13,488	-	-	-	-	5,084	11,600	750	-	-	-	-	10	-	-	-	-	10	-	-	-	-	-	-	-	
Arsenal, New York, - -	-	-	-	-	-	-	-	695	-	-	99	-	235	99	-	134	-	-	-	2	-	-	-	-	-	-	-	8	6	-	-	-	
Arsenal, Rome, New York, -	-	-	-	-	-	-	-	747	-	-	-	-	-	-	-	-	-	-	-	-	-	1,753	2	-	-	-	-	-	2	-	-	-	
Arsenal, Frankford, Penn. -	-	-	-	-	-	-	-	133	-	-	40	-	248	153	-	-	-	-	-	-	9,139	1,703	20	-	-	-	-	-	-	7	1	-	1
Arsenal, Pittsburg, Penn. -	-	-	-	-	-	100	7,668	11,605	58	708	2,578	19	11,398	1,982	361	85	41	-	-	-	-	-	-	-	20	-	-	-	-	-	200	
Arsenal, near Baltimore, Md. -	-	-	-	-	-	-	-	1,735	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	354	-	-	-	-	-	-	-	
Arsenal, Greenleaf's Point, D. C.	-	-	-	-	-	-	63	2,339	-	82	-	-	-	-	-	-	125	-	-	2	-	3,300	-	33	-	-	16	14	-	-	-	-	
Arsenal, near Richmond, Va. -	-	-	-	-	-	-	-	14,727	-	-	-	-	-	-	790	411	-	5,937	2	5	-	2,000	-	-	-	-	-	-	-	-	-	-	
Arsenal, near Augusta, Georgia,	-	-	-	-	-	67	1,343	-	85	-	-	-	-	-	120	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Depot, New Orleans, - -	-	-	-	-	-	-	-	1,504	-	-	-	-	-	-	-	-	-	-	-	9	-	1,504	9	-	-	1	-	-	-	-	-	-	
Arsenal, Detroit, Michigan Ter.	-	-	-	-	-	-	-	2,965	-	-	-	-	-	-	32	43	-	-	-	2	-	3,350	6	-	-	1	-	-	2	-	-	4	
	25,900	2,590	25,900	25,900	2,590	1,503	11,237	51,318	143	798	2,717	19	16,965	13,852	2,053	673	166	5,937	2	31	9,139	13,610	37	387	30	1	16	14	8	10	7	1	241	1

H No. 4—Continued.

STATIONS.	Gin blocks and tackles made.	Sets of instruments for proving cannon made.	Fire engines repaired.	Pounds of powder dried, sifted, and repacked.	Barrels of powder proved.	Barrels of powder repacked with waterproof paper.	Powder barrels repaired.	New powder barrels procured.	Cartridge kegs repaired.	Kegs of cartridges repacked.	Musket cartridges made.	Cannon cartridges made.	Rockets made.	Priming tubes made.	Fusees made.	Pounds of cartridge paper procured.	Pounds of bees' wax procured.	Gallons spirits turpentine procured.	Gallons oil procured.	Gallons lacker made.	Reams of waterproof cartridge paper prepared.	Axes made and procured.	Spades & shovels made and procured.	Augers made and procured.	Saws made and procured.	Planes made and procured.	Files procured.	Feet of lumber procured.	Feet of board fence made and painted.	Yards of brick floor paved.	Packing boxes made.	Pounds of white lead procured.	Ammunition boxes made.	Sets of gun-carriage timber procured.
Armory, Springfield, Mass.																																	
Armory, Harper's Ferry, Va.																																	
Arsenal, Watertown, Mass. -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	23	58	-	-	7	22	-	-	-	183	7,647	-	-	-	476		
Arsenal, Watervliet, New York,	1	-	-	-	270	-	-	46	-	-	-	1,347	10	-	-	3,638	835	389	14	-	35	-	12	2	-	-	116	56,165	2,742	-	6	173	17	
Arsenal, New York, - -	-	-	-	-	-	-	-	25	-	-	-	-	30	-	-	-	-	7	76	-	-	2	10	12	6	10	47	4,950	-	-	-	224		
Arsenal, Rome, New York, -	1	-	-	-	-	-	50	-	713	1,216	-	-	-	-	-	-	-	2	26	-	-	-	-	-	-	-	-	800	437	-	2			
Arsenal, Frankford, Penn. -	-	-	-	-	103	-	58	-	70	-	-	-	-	-	-	-	-	-	-	-	-	189	178	-	-	-	33	7,377	-	-	12			
Arsenal, Pittsburg, Penn.	-	2	1	24,200	-	209	221	-	-	-	5,000	1,154	58	25,100	560	617	100	262	194	-	7	27	16	10	3	7	676	30,418	987	390	8	562		
Arsenal, near Baltimore, Md. -	-	-	-	19,800	150	198	198	-	1,057	1,154	-	-	-	-	-	1,391	276	206	90	144	13	-	-	-	-	-	-	2,884	-	-	-	596		
Arsenal, Greenleaf's Point, D. C.	-	-	-	-	199	-	-	151	-	-	-	-	80	-	-	-	-	-	48	-	-	-	-	-	-	-	36	9,000	-	-	-	336	-	42
Arsenal, near Richmond, Va. -	-	-	-	-	-	-	-	-	-	-	-	-	-	1,100	-	-	-	-	37	-	-	-	-	-	-	-	32	2,071						
Arsenal, near Augusta, Georgia,	-	-	-	-	-	-	-	35	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7,300						
Depot, New Orleans, - -	1	-	-	-	709	-	409	-	102	102	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	40			
Arsenal, Detroit, Michigan Ter.	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	11	4	20	-	853		-	-			
	3	2	1	44,000	1,431	407	936	257	1,942	2,472	5,000	2,501	178	26,200	560	5,646	1,211	889	543	144	55	225	238	35	13	37	1,123	129,465	4,166	390	68	2,367	17	42

ORDNANCE DEPARTMENT, *November* 21, 1823.

GEORGE BOMFORD, *Lieutenant Colonel on ordnance duty.*

H. No. 5.

Statement of the artillery, small arms, and accoutrements, and other ordnance stores, issued to the troops of the United States from January 1 to September 30, 1823.

Muskets, complete,	1,041	Brooms,	12
Cartridge boxes,	990	Wheelbarrows,	6
Cartridge box belts,	990	Iron crowbars,	2
Bayonet scabbards,	900	Axes, assorted,	4
Bayonet belts,	990	Hatchets,	5
Breastplates,	540	Wedges and froes,	6
Sergeants' swords,	10	Saws, assorted,	15
Sword belts,	10	Adzes,	2
Brushes and wires,	255	Iron squares,	2
Screw drivers,	79	Compasses, pairs,	5
Ball screws,	42	Drawing knives,	2
Spring vices,	6	Hammers, assorted,	10
Musket cartridges,	125,606	Spoke shaves,	2
Flints,	23,740	Gimlets, assorted,	54
6 pounder iron cannon,	6	Planes, assorted,	26
6 pounder travelling carriages,	6	Augers, assorted,	27
12 pounder iron cannon, mounted on fixed carriages,	2	Chisels, assorted,	60
		Gouges, sets, assorted,	13
12 pounder iron cannon,	2	Screw drivers,	2
12 pounder travelling carriages, with implements complete,	2	Saw sets,	4
		Oilstones,	4
6 pounder case shot,	636	Chalk lines,	6
6 pounder round shot,	700	Two feet rules,	4
12 pounder round shot,	100	Grindstones,	2
12 pounder strap shot,	200	Files, assorted,	183
12 pounder case shot,	200	Rasps, assorted,	7
24 pounder shells,	200	Vices, (hand and smiths',)	7
6 pounder flannel cartridges,	710	Screw plates,	2
12 pounder flannel cartridges,	200	Braces and bits,	5
24 pounder flannel cartridges,	300	Shears, pairs,	3
Cannon powder, pounds,	3,300	Needles,	25
Musket powder, pounds,	310	Scissors, pair,	1
Cartridge paper, reams,	8½	Knives,	2
Fusees filled,	350	Tacks, sponge,	7,000
Portfires,	135	Chalk, pounds,	14
Tubes,	2,065	Glue,	8
Sponges and rammers,	41	Steel,	24
Lead aprons,	10	Bar iron,	50
Tamkins,	8	Pit coal, chaldrons,	2
Gunners' haversacks,	46	Soldering irons,	1
Linstocks,	7	Trying squares,	2
Portfire stocks,	6	Solder, pounds,	2
Bricoles,	48	Borax, pound,	1
Buckets, tar and sponge,	8	Sheet lead, pounds,	40
Powder horns,	13	Sand paper, quires,	2
Priming wires,	6	Twine, pounds,	2
Ammunition boxes,	6	Tacks, large, pounds,	4
Slow match, pounds,	60	Sides of leather,	2
Thumb stalls,	20	Anvils,	1
Prolonges,	6	Smiths' bellows,	1
Portfire cases,	7	Smiths' tongs, pairs,	4
Tube boxes,	2	Litharge, pounds,	2
Cartridge thread, pounds,	11	Putty, pounds,	4
Sponge skins,	6	Hogs' lard, pounds,	20
Portfire cutters,	2	White lead ground in oil, pounds,	700
Lanterns,	6	Lampblack, pounds,	60
Handspikes,	8	Whiting, pounds,	30
Gunner's belts, complete,	1	Linseed oil, gallons,	86
Powder funnels,	2	Spirits turpentine, gallons,	13
Worms and ladles,	2	Lacker, gallons,	40
Budge barrels,	2	Sperm oil, gallons,	10
Powder measures,	3	Olive oil, gallons,	½
Axes, felling,	214	Neatsfoot oil, gallons,	6
Axes, pick,	6	Paint brushes, assorted,	18
Hoes,	6	Plank, feet,	1,620
Spades,	196	Scantling, feet,	380
Shovels,	18		

ORDNANCE DEPARTMENT, *November* 21, 1823.

GEO. BOMFORD, *Lieut. Col. on ordnance duty.*

I.

Statement showing the number of pensioners placed on the rolls of the several States and Territories of the United States in the year 1823, *up to the* 31*st of October; and the total number inscribed thereon, distinguishing between the revolutionary, invalid, and half-pay pensioners, viz:*

States and Territories.	Number of pensions granted between the 1st of January and 31st of October, 1823.				Total number of pensions granted.			
	Under the acts of the 18th of Mar., 1818, and 1st of May, 1820.	Under the act of the 1st of Mar., 1823.	Under the several acts concerning invalids.	Under the 2d section of the act of the 16th of April, 1816.	Under the acts of the 18th March, 1818, 1st May, 1820, and 1st of Mar., 1823.	Under the act of the 1st of Mar., 1823.	Under the several acts concerning invalids.	Under the 2d section of the act of the 16th of April, 1816.
Maine,	12	58	-	-	1,208	58	96	7
New Hampshire,	9	58	5	-	836	58	194	6
Massachusetts,	10	53	2	-	1,677	53	403	24
Connecticut,	4	39	2	-	859	39	181	17
Rhode Island,	6	7	-	-	245	7	22	7
Vermont,	14	50	1	-	1,000	50	176	10
New York,	54	70	10	-	2,948	70	1,008	46
New Jersey,	4	16	-	-	423	16	56	3
Pennsylvania,	33	12	3	1	947	12	401	31
Delaware,	1	-	2	-	27	-	18	1
Maryland,	3	2	2	-	222	2	275	8
Virginia,	25	4	1	-	667	4	233	17
North Carolina,	14	1	-	-	236	1	84	6
South Carolina,	4	1	1	-	111	1	20	1
Georgia,	6	1	-	-	42	1	24	3
Kentucky,	13	5	6	-	452	5	151	6
East Tennessee,	5	2	1	1	96	2	30	5
West Tennessee,	10	2	-	-	111	2	99	5
Ohio,	13	10	8	-	661	10	150	8
Louisiana,	-	-	1	-	3	-	21	
Indiana,	2	3	1	-	106	3	53	
Alabama,	-	-	1	-	9	-	15	
Missouri,	2	-	7	-	7	-	38	
Mississippi,	-	-	-	-	8	-	9	
Michigan,	1	-	3	-	8	-	19	
Illinois,	1	-	1	-	14	-	25	1
Columbia,	-	-	1	-	38	-	69	2
	246	394	59	2	12,961	394	3,870	214

The following is the total amount of funds transmitted to the agents for paying pensioners for the year 1823, viz:

To pay revolutionary pensioners,	$1,339,178 38
To pay invalid pensioners,	301,015 15
To pay pensioners who receive half-pay in lieu of bounty land,	8,994 00
Aggregate,	$1,649.187 53

The foregoing statement is correct, and is respectfully submitted to the Secretary of War by his obedient servant,

J. L. EDWARDS.

WAR DEPARTMENT, PENSION OFFICE, *November* 25, 1823.

J.

Abstract of the number of warrants for military bounty lands, in virtue of service in the late war, issued under authority of the several laws to that effect, up to the 30*th September*, 1823, *inclusive, viz:*

1. Acts of December 24, 1811, and January 11, 1812,	160 acres each,		25,145
2. Act of December 10, 1814,	320 acres each,		1,009
3. Act of February 6, 1812, (volunteers,)	160 acres each,		127
4. Act of March 5, 1816, (Canadian volunteers,)	Different proportions, according to grade,		268
	Total,		26,549
Whereof, 25,272, (1st and 3d classes,) at 160 acres each, amount to		Acres,	4,043,520
And 1,009, (2d class,) at 320 acres each, amount to			322,880
	Total acres,		4,366,400
N. B. In the class of "Canadian volunteers," bounty land was granted to *officers* as well as privates, and in different portions. The aggregate quantity granted to this class (No. 4) amounts to			74,032
	Total acres,		4,440,432

Return of claims included in the above statement, which have been deposited in the "Section of Bounty Lands, War Department," within the three quarters of the present year, viz. from January 1, 1823, to the 30th of September, inclusive, viz:

At the termination of the preceding quarter, there remained on file, awaiting further evidence, -		616
New cases entered between January 1st and September 30, 1823, inclusive, - - -		320
Aggregate number of cases, -		936
Whereof, the number admitted, for which warrants immediately issued, - -	164	
The number returned to the applicants for further evidence, or rejected, - -	165	
The number remaining to be acted on, - - - -	1	
There still remain on file, suspended, awaiting further evidence, - -	606	
		936

During the same three quarters, *i. e.* from January 1st to September 30, 1823, inclusive, the class of claims for military bounty land, on account of services in the revolutionary war, stands thus, viz:

At the termination of the preceding quarter, the number of cases on file, awaiting investigation, was -		101
Number of new applications during these three quarters, - - - - -		294
Total, -		395
Whereof, the number found satisfied long since, - - - - -	60	
The number found admissible, - - - - -	36	
The number found inadmissible, and definitively rejected, - - -	176	
The number found deficient in some points, and requiring further evidence, and are suspended until an examination of locations, now in progress at the General Land Office, shall have been completed, - - - - -	123	
		395

The class of "Canadian volunteer" claims remains *in statu quo*, excepting that of the 169 cases, so long since suspended; the Hon. Mr. Chandler has acquired satisfactory evidence that 35 claimants from the State of Maine were fraudulent.

All which is respectfully submitted.

NAT. CUTTING, *Clerk.*

War Department, Section of Bounty Lands, *October* 1, 1823.

L.

Head-quarters, Western Department,
Louisville, Kentucky, *July* 28, 1823.

Sir:

By the last mail I reported to the general-in-chief the information which I had received since the date of General Atkinson's communications upon the subject of the late hostilities of the Ricarees and other Indian nations up the Missouri river; together with the measures which I had taken to support the sixth infantry, and to restore peace.

Deeming it very important to the service that the subject should be submitted to you without delay, I take this occasion (to guard against a failure, such as appears to have attended two of my letters to the general-in-chief, one of March 13, and the other of May 15) to enclose herewith copies of my letters and instructions upon the subject of these hostilities, viz:

No. 1. Letter to Major General Brown, with two enclosures from Major O'Fallon, and one from Major Foster, marked A No. 1, A No. 2, and B No. 1.

No. 2. Letter of instructions to General Atkinson.

No. 3. Letter of instructions to Colonel Chambers.

Should many of the Upper Missouri Indians unite with the Ricarees, (and there is reason to apprehend that their old friends and allies the Pawnees, and other nations, or at least the disorderly warriors of other nations, will unite against us, in the event of their being able to compel Colonel Leavenworth to retrace his steps without inflicting on them the chastisement which they merit,) it may in that case be necessary to order up the fourth infantry, and to unite with it two or three battalions of volunteer mounted riflemen, which I have no doubt could be promptly obtained in this State or in Tennessee, or perhaps in Missouri. Upon this subject I have to request provisional instructions, in time to enable me to profit by the mild season of October and November, to move the fourth infantry to Council Bluffs, or at least to Fort Osage, for the winter; and to assemble the remaining part of the proposed force in time to commence active operations against the Indians as soon in the spring as the weather will permit. In this case, I shall take the immediate charge of the expedition.

I feel persuaded, however, that should the Ricarees venture to remain within their fortified village until the arrival of Colonel Leavenworth, he will with his artillery dislodge them; and he may in this case occasion a panic which may tend to disperse their allies, and to reduce them to submission. The supposed strength and fidelity of the Sioux, who were expected to accompany Colonel Leavenworth, afford some ground to anticipate this favorable result. But auxiliaries of this description are but little to be relied on, without they are accompanied by a force sufficient to restrain, or, if necessary, to coerce them; and without ample supplies of subsistence, and of clothing, blankets, &c. to present to them.

The fourth infantry being more entirely a disposable corps, and at this time the most efficient, I should have ordered it to Council Bluffs instead of the first, had it been a few weeks earlier in the season. But it is already too late even for the first to be pushed far beyond the Bluffs before the approach of winter. Nor is it intended to send the disposable force placed under General Atkinson beyond the Bluffs in the present year, unless some unforeseen casualty or disaster on the part of Colonel Leavenworth's command should require a rapid movement to sustain or relieve him, or unless the spirit of hostility should have extended itself to the Pawnees, or to some other tribes near to the Bluffs. In either of these events General Atkinson will be actively employed against the enemy during the the month of November next; and should the early part of the winter be mild, as it sometimes has been, even in that region of open prairie, wind, and frost, he will have it in his power to give to his hostile neighbors sufficient annoyance at least to keep them on the alert, and deprive them of the comforts of permanent winter quarters.

I am convinced, from what you have repeatedly said and written upon the subject of our western Indian relations, that I need not point out to you the evils that must inevitably result from our being compelled to recede from the position we have taken, and give up our trade and intercourse with those numerous nations. The trade itself, however valuable, is relatively little or nothing when compared with the decided advantages of that harmonious influence and control which is acquired and preserved, in a great degree, if not wholly, by the constant friendly intercourse which the trade necessarily affords, and by which it is principally cherished and preserved. If we quietly give up this trade, we shall at once throw it, and with it the friendship and physical power of near 30,000 efficient warriors, into the arms of England, who has taught us in letters of blood (which we have had the magnanimity to forgive, but which it would be treason to forget) that this trade forms the rein and curb by which the turbulent and towering spirit of these lords of the forest can alone be governed. I say *alone*, because I am decidedly of the opinion that if there existed no such rivalship in the trade as that of the English, with which we have always been obliged to contend under the disadvantage of restrictions such as have never been imposed upon our rival adversary, we should, with one-tenth of the force and expense to which we have been subjected, preserve the relations of peace with these Indians more effectually than they have been at any former period. But to suffer outrages such as have been perpetrated by the Ricarees and Blackfoot Indians to go unpunished, would be to surrender the trade, and with it our strong hold upon the Indians, to England.

I have but recently recovered from an attack of bilious fever; and my hand is not yet steady enough to write with ease, or very legibly.

With great respect, I have the honor to be,

E. P. GAINES, *Maj. Gen. by brevet, commanding.*

The Hon. J. C. CALHOUN, *Secretary of War.*

No. 1.

Major General Gaines to Major General Brown.

HEAD-QUARTERS, WESTERN DEPARTMENT,
LOUISVILLE, KENTUCKY, *July* 26, 1823.

GENERAL:

The report made to you the 12th instant, by General Atkinson, that General Ashley with his trading company had been attacked by the Ricaree Indians and defeated, with the loss of fourteen killed and nine wounded, is confirmed by letters received last night from Major O'Fallon and Major Foster; of which I enclose herewith copies. [A No. 1, A No. 2, and B No. 1.] From Major O'Fallon's letter you will perceive that other outrages of a similar character have been committed by the Blackfoot Indians, who have killed Messrs. Jones and Immel (late an officer of the army) with five other persons.

It appears that on the 22d of last month Colonel Leavenworth marched with two hundred and twenty regular troops, and eighty men of the trading companies, to be joined by a large party of Sioux warriors, against the Ricarees; who being strongly fortified, the colonel took with him some cannon.

The Ricaree villages are situated about seven hundred miles above Council Bluffs, and are supposed to contain about six or seven hundred warriors. Should they be able to turn out six hundred warriors, well armed and united as they are reported to be, the movement of Colonel Leavenworth, taking into view the great distance, and the several intermediate nations near which he must necessarily pass, cannot but be considered as very hazardous; and as any disaster on our part would be witnessed or very soon heard of by the numerous adjacent nations of Indians, a repulse attended with the loss of but a few lives would be to us a serious disaster, as it would tend to undo most of what has been done by the United States on the minds of the Indians, since the first occupancy of the posts up the Missouri.

The unprovoked outrages of the Ricarees call for exemplary punishment, but a premature effort on our part will but widen the breach between us, and enhance the evil we thus attempt to correct. I trust the report of Colonel Leavenworth, which is not yet received, will give a more satisfactory view of his measures and prospects of success than I am at present able to afford.

I have, however, great confidence in the discretion and conduct of that officer, and I am persuaded that the circumstances of the case justified the step which he has taken. But, be this as it may, the step is taken, and therefore the force engaged must be supported.

For this purpose I have ordered General Atkinson to repair to the Missouri, where I have directed six companies of the first and four of the seventh infantry to be placed under his orders, with which, and the disposable part of the sixth, he will be able not only to support Colonel Leavenworth, but to punish the Ricarees and arrest the progress of Indian hostilities in that quarter, or at least to prevent their extension to the Pawnees (said to be nearly allied to the Ricarees) and other nations east and south thereof.

Two steamboats are employed to transport the six companies of the first regiment from Baton Rouge to St. Louis; this will occasion an expense of about $4,000. For the payment of this sum, and to meet the expenses of the transportation, &c. of these companies from St. Louis, and the four companies of the seventh from Arkansas to Council Bluffs, I have to request that the quartermaster general may be instructed to forward to the assistant quartermaster at St. Louis the sum of $12,000, which is deemed to be necessary to meet the expenses of transportation &c. which will be incurred in the movements to Council Bluffs.

Very respectfully, I have the honor, &c.

E. P. GAINES, *Major General by brevet, commanding.*

To Maj. Gen. BROWN, *Commanding U. S. Army, Washington City.*

A No. 1.

Major O'Fallon to General Atkinson.

DEAR GENERAL:

FORT ATKINSON, *July* 3, 1823.

How painful it is for me to tell, and you to hear, of the barbarity of the Indians! They continue to deceive and murder the most enterprising of our people; and if we continue to forbear, if we do not discover a greater spirit of resentment, this river will be discolored with our blood.

The defeat of General Ashley by the Ricarees, and departure of the troops to his relief, had scarcely gone to you, when an express arrived announcing the defeat by the Blackfoot Indians, near the Yellow Stone river, of the Missouri Fur Company's Yellow Stone or Mountain expedition, commanded by Messrs. Jones and Immel, both of whom, with five of their men, are among the slain. All their property, to the amount of $15,000, fell into

the hands of the enemy. To add to General Ashley's catalogue of misfortunes, the Blackfoot Indians have recently defeated a party of eleven, and killed four of Major Henry's men near his establishment, at the mouth of the Yellow Stone.

The express goes to state that many circumstances, of which I shall be officially informed in a few days, have transpired to induce a belief that the British traders (Hudson's Bay Company) are exciting the Indians against us, either to drive us from that quarter, or reap with the Indians the fruits of our labor. I was in hopes that the British Indian traders had some bounds to their rapacity. I was in hopes, during the late Indian war, in which they were so instrumental in the indiscriminate massacre of our people, that they were completely satiated with our blood; but it appears not to have been the case; like the greedy wolf, not satisfied with the flesh, they quarrel over the bones. They ravage our fields, and are unwilling that we should glean them. Although barred by the treaty of Ghent from participating in our Indian trade, they presume; and are not satisfied to do so, but, becoming alarmed at the individual enterprise of our people, they are exciting the Indians against them. They furnish them with * * * * * * * * the instruments of death, and a passport to our bosoms. Immel had great experience of the Indian character, but (poor fellow!) with a British passport they at last deceived him, and he fell a victim to his own credulity; and his scalp, and those of his comrades, are now bleeding on their way to the British trading establishments. Another of General Ashley's wounded is dead, making fifteen men killed by the Ricarees, and eleven by the Blackfeet—in all known to be killed by the Indians, within the last two or three months, twenty-six effective men, and I estimate the amount of property lost in those conflicts at $20,000, besides a number of horses, &c.

The Ottoes, and Missouries, and * * * have been to see me, and, as usual, profess great friendship, &c., but, with the rest of the neighboring tribes, are anxiously looking and listening to know how we, the whites, are going to get out of this scrape. I am still much indisposed, and cannot enjoy health here. Just as I am concluding this letter to you, I am interrupted by an express with a letter from Mr. Pilcher, in which he says, "I have but a moment to write; I met an express from the Mandans, giving me very unpleasant news. The flower of my business is gone; my mountaineers have been defeated, and the chiefs of the party both slain. I will write you more fully between this and the Sioux. The party was attacked by three or four hundred Blackfoot Indians, in a position on the Yellow Stone river, where nothing but defeat could be expected. Jones and Immel and five other men were killed. The former, it is said, fought most desperately. Jones killed two Indians, and, as he was drawing his pistol to kill the third, received two spears in his breast. Immel was in front; he killed one Indian, and was cut to pieces. I think we lose at least $15,000."

The express left the military expedition on the 1st instant, when it was progressing rapidly.

I have the honor to be, &c.,

B. O'FALLON, *U. S. Agent Indian Affairs.*

Gen. ATKINSON.

A. No. 2.

Major O'Fallon to General Atkinson.

DEAR GENERAL: FORT ATKINSON, *July* 7, 1823.

Before an opportunity offered to forward my letter of the 3d inst., and which I herewith enclose, an express arrived with a few lines to Major Foster, mentioning the loss of Lieutenant Wickliff's boat, and seven soldiers drowned. We have no particulars, except that most of the property was saved, and that the expedition was going on as usual, and expected to reach the *Grand Bend* against the 15th inst. At this post, every thing goes on as well as could be expected.

Yours, &c., BENJAMIN O'FALLON.

Gen. ATKINSON, *Louisville, Kentucky.*

Major Foster to General Atkinson.

B. No. 1.

SIR: FORT ATKINSON, *July* 8, 1823.

Since I wrote you at the end of last month, I have received a letter from Colonel Leavenworth, dated on the 4th inst., two miles above Cabal Bluffs, informing me that he had the misfortune to lose Lieutenant Wickliff's boat, Sergeant Stackpole and six privates drowned; he writes in haste, giving no particulars, but says that the principal part of the cargo was saved; that he was under way, and all well. He put that part of the cargo saved on board of the other boats and those of Mr. Pilcher.

I learned from the two men who were the bearers of the colonel's letter that the boat broke in two across a snag; of course, she must have swung. The men were from Major Henry, and informed me that General Ashley was upon an island about one hundred miles below the Ricaree villages. I write hastily; the boat which leaves here this day, * * * * erroneous report should reach you.

WM. S. FOSTER, *Major U. S. Army.*

Gen. ATKINSON.

No. 2.

Major General E. P. Gaines to Brigadier General Atkinson.

HEAD-QUARTERS, WESTERN DEPARTMENT,

GENERAL: LOUISVILLE, KY., *July* 26, 1823.

You will repair to the Missouri, and assume the command assigned you by my department order of this date.

The immediate object of this command is to support the detachment under Colonel Leavenworth, and to give a timely check to the hostile spirit which has recently manifested itself among the Indians of the Upper Missouri, and at the same time to arrest or punish the Ricarees and other warriors, by whom thirty-three of our citizens have been killed and wounded.

Six companies of the first infantry, under Colonel Chambers, are this day instructed to join you at St. Louis, to act under your orders; to which will be added, should it be advisable, four companies of the seventh infantry. These will be directed to be held in readiness subject to your orders, to join you at such time and place as you may find it necessary to direct.

Should the information which may reach you at or beyond St. Louis in your judgment suggest the propriety of your being supported by an additional force, you will in this event make application to the Governor of the State of Missouri for a few companies, or, if necessary, a battalion of volunteer mounted riflemen. But it is not expected that this force will be required without satisfactory evidence should meet you of some new act of hostility on the part of the Indians below the Ricaree villages.

You will order from St. Louis to Fort Atkinson a supply of subsistence and ordnance stores, which, added to those now at that post, shall be sufficient for the regular troops destined for that post, during a period of nine months from the 15th October next, at which time the first infantry should reach that post; and should it become necessary to obtain volunteers, you will in that event order up additional supplies, sufficient for such additional force during the time for which they may be employed, which should be for nine months, unless sooner discharged. And you will order the purchase of whatever subsistence may be necessary (to supply any deficiency that may be found in the subsistence department at St. Louis) to enable you to carry these measures into effect.

In the discharge of these duties you will exercise a sound discretion, governing your movements and measures by the facts and circumstances that may be disclosed to you as you proceed, and by the instructions heretofore addressed to you, and in obedience to the "general regulations of the army."

You will keep me advised of your measures and of the occurrences that you may deem interesting connected with the command assigned you. With respect, &c.

E. P. GAINES,
Major General by brevet, commanding.

To Brig. Gen. H. ATKINSON, *U. S. Army.*

No. 3.

Major General E. P. Gaines to Colonel Chambers.

HEAD-QUARTERS, WESTERN DEPARTMENT,
LOUISVILLE, KY., *July* 27, 1823.

SIR:

Accompanying this you will receive orders to repair with six companies of your regiment to St. Louis, on board the steamboats the *Favorite* and *Magnet*, to report to General Atkinson.

The recent hostilities of the Ricarees and other nations of Indians up the Missouri have rendered it necessary to assemble a force on that river to support the sixth infantry; the disposable part of that regiment having marched a month since against the Ricarees.

Should the spirit of hostility, as there is reason to apprehend, extend itself to some of the neighboring tribes, the remaining part of your regiment will in that case, after receiving recruits for completing the regiment, be ordered to follow you. For the present, however, you will leave Lieutenant Colonel Taylor in command, who will probably be joined by two companies of the fourth infantry.

General Atkinson will enclose to you the agreement made by him with the steamboats for your transportation, to which you will require particular attention on the part of the commanders, as well as on the part of the troops.

I regret to find that the principal part of your subsistence has been hauled out of your summer cantonment. You will, not, however, delay your movement so long as to bring back any part of that supply, as most of it will be wanted out there; and as subsistence can be obtained on the lowest terms at St. Louis, it is not desirable that you should take the quantity mentioned in my order of yesterday's date. You need not take with you more than a supply for one month or six weeks.

Wishing health, &c., I have the honor to be,

E. P. GAINES,
Major General by brevet, commanding.

Colonel CHAMBERS, *First U. S. Infantry.*

The Secretary of War to Major General E. P. Gaines.

DEPARTMENT OF WAR, *August* 14, 1823.

SIR:

I have received your letter of the 28th ultimo, with the accompanying enclosures, and have submitted them to the President, who directs me to acquaint you that he approves of the measures which you have adopted.

Although the command of Colonel Leavenworth is small, yet, from his known courage and enterprise, I feel great confidence that his movement will be successful, and that the chastisement of the Ricarees will give peace and security to the frontier. Should such be the fact, you will halt the detachment you have ordered from the 1st and 7th regiments of infantry at Belle Fontaine, until further orders. Should, however, the movement of Colonel Leavenworth not be attended with the favorable result expected, or should the Indians continue to exhibit a hostile disposition, you will exercise a sound discretion in pushing forward the necessary force to such points on the Missouri as you may deem best calculated to maintain peace and to protect our citizens.

It is desirable that the disposable force of the army under your command only should be employed on this service. In the event of a failure of Colonel Leavenworth's movement, you will add to the reinforcement already ordered to General Atkinson's command such other troops under your orders as you may judge requisite.

I am, &c. J. C. CALHOUN.

General E. P. GAINES, *Louisville, Ky.*

General E. P. Gaines to the Secretary of War.

HEAD-QUARTERS, WESTERN DEPARTMENT,
LOUISVILLE, KENTUCKY, *August* 16, 1823.

SIR:

I received not till last night the report of Colonel Leavenworth, announcing his intention to visit the Ricaree Indians, dated 18th June, 1823.

That report, which accompanies this,* contains no material fact differing from those transmitted by General Clark, Major Foster, and Major O'Fallon, referred to in my letter of the 28th of last month, except that the force intended to be taken by the colonel is something less than that reported to have accompanied him.

He states that his party will be about two hundred strong in rank and file; and he adds that, "if necessary, it is expected that we can raise a considerable auxiliary force amongst the Sioux."

As Colonel Leavenworth will probably report, by express, the result of his movements, I have reason to expect his report in the course of the next two weeks.

Very respectfully, I have the honor to be,

E. P. GAINES,
Major General by brevet, commanding.

Hon. J. C. CALHOUN, *Secretary of War.*

* Enclosed to the general-in-chief.

General E. P. Gaines to the Hon. J. C. Calhoun.

HEAD-QUARTERS, WESTERN DEPARTMENT,
NEAR LOUISVILLE, KENTUCKY, *August* 30, 1823.

SIR:

I received yesterday your letter of the 14th instant, by which I am gratified to learn that the measures adopted by me to strengthen the Missouri frontier were approved by the President of the United States.

By letters just now received from General Atkinson, with the enclosures to which he refers from Colonel Leavenworth and Mr. Pilcher, copies of which I enclose herewith, numbered 1, 2, and 3, it appears probable that the Mandan nation has determined to afford protection to the Ricarees. The distance between them is about one hundred and thirty miles; the former occupying the country on the Missouri river W. N. W. of the latter. It is, moreover, rumored that the Blackfoot Indians and the Sioux of the Missouri will likewise unite with the Ricarees against us. Should these rumors prove to be well founded, even as to any two of those nations, another season, with all the disposable force of the army, will be required for their chastisement. Upon this subject, however, the next report from Colonel Leavenworth will, I trust, afford satisfactory information. Until the receipt of that report no additional arrangements are deemed necessary for the supply of subsistence, or the concentration of force beyond that which is now in motion.

The fourth infantry, at Pensacola, with the four companies of the first, now at Baton Rouge, is the only part of the troops in this department that can safely be added to the force already ordered to march under General Atkinson; for such is the number and questionable character of the Sioux on the Mississippi, with some other Indians in that quarter, that not a company of the fifth infantry can properly be considered as disposable beyond the immediate vicinity of its position; and I am of opinion that the frontiers of Louisiana and Arkansas require a force at least equal to the six companies of the seventh infantry posted in that quarter. One of these companies, however, might be sent to Baton Rouge, and the four companies of the first infantry now there detached up the Missouri, to join that part of the regiment heretofore ordered thither, and which is presumed to be now at St. Louis.

With great respect, I have, &c.,

E. P. GAINES, *Maj. Gen. by brevet, commanding.*

Hon. J. C. CALHOUN.

No. 1.

General Atkinson to General Gaines.

HEAD-QUARTERS, RIGHT WING, WESTERN DEPARTMENT,
ST. LOUIS, *August* 19, 1823.

SIR:

I have the honor to enclose herewith the copy of a letter from Colonel Leavenworth to Major O'Fallon, and the copy of a letter from Mr. Pilcher, acting partner of the Missouri Fur Company, to the same gentleman, containing extracts of letters from Messrs. Keemly and Gordon, traders attached to that firm. These letters give the latest information from the expedition under Colonel Leavenworth, and the most direct of the attack of the Blackfoot Indians upon Immel and Jones.

Notwithstanding the opinion of Mr. Pilcher, as well as most persons here, that the Ricaree Indians will await in their village the arrival of the troops under Colonel Leavenworth, and there give battle, I cannot bring myself to believe so. They, very early after their attack on General Ashley's party, made arrangements with the Mandan Indians to take refuge with them. This step shows, certainly, a determination on their part to flee before any formidable white force; and I therefore conclude it will require at least another season to chastise them effectually.

Under the most favorable aspect of affairs on the Upper Missouri, I am of opinion it will require an effective disposable force of some six or seven hundred regular troops to operate decisively in that quarter, and to preserve tranquillity in future. The whole of the first regiment added to the sixth, and both being filled to the establishment, will, I presume, be ample for the object. With these corps, after leaving four companies of the sixth at Council Bluffs, sixteen companies may move up the Missouri, and effect every practicable object, establish the first regiment at the Yellow Stone or Mandans, and let the six companies of the sixth regiment fall back to its present position. Every year afterwards, several companies of the sixth might ascend the river, and, in conjunction with the first regiment, explore all the upper country intersected by streams navigable for keel-boats, and consequently hold intercourse with all the upper Indians.

There is no indication of a disposition on the part of any of the tribes that have intercourse with the post at Council Bluffs of hostility. It is said, however, that part of the band of Scione Sioux (the tribe next to the Ricarees) show some inclination to join their hostile neighbors. If so, this spirit of disaffection may extend to more or all the Sioux.

I have advised Colonel Snelling to have a watchful eye towards the Sioux of the St. Peter's, for the reasons above stated.

I sent by express, a few days since, an order to the commandant at Council Bluffs to advise me, by express, of the result of the enterprise under Colonel Leavenworth, as soon as it was known. I look for some such information in two weeks more.

As it is highly important that the detachment of the first regiment should carry up transport boats sufficient for its own operations, I shall send it in that way, should not circumstances above render a prompt movement by land necessary.

I will keep you advised of every circumstance worthy of note, as they come to my knowledge.

With great respect, &c.,

H. ATKINSON, *Brig. Gen. U. S. Army.*

P. S. I have had the honor to receive your letter of the 8th instant.

Maj. Gen. GAINES, *Commanding Western Department, Louisville, Kentucky.*

No. 2.

Colonel H. Leavenworth to Major O'Fallon.

DEAR MAJOR: FORT RECOVERY, *July* 21, 1823.

Your favor of the 10th instant I have this minute received, and I assure you with great pleasure; I was also highly gratified that Majors Woolley and Ketchum came on to join us.

Mr. Pilcher I have requested to write you fully as to Indian affairs; and he is so much better informed than myself, that I shall leave that subject principally to him. He is, I find, very efficient, and has conducted greatly to my satisfaction.

These Yantons appear to be zealously determined to co-operate with us, but I have some doubts as to the continuance of their ardor. We have been obliged to make a halt here of three days, to wait for Mr. Pilcher, and to repair damages sustained from wind and water. After so many disasters, I am happy to inform you that we are yet efficient, perhaps as much so as when we set out. Our powder was *miraculously* preserved; several casks which were under water all night were entirely uninjured. I have borrowed ten rifles of Mr. Pilcher, and can have twenty-three more of General Ashley, but eight only are necessary to complete. Powder and lead I can obtain in ample quantities. If the Ricarees and Mandans unite, I shall proceed to the Mandans, and, if they keep the Ricarees in their village, shall attack them. We shall do our best to obtain a victory. The honor of the American arms must be supported at all events; but I can plainly perceive that our force is not sufficient to inspire that degree of awe and respect amongst the Indians which I would wish. We make but a small show, on a large prairie, by the side of four or five hundred mounted Indians. If we can obtain a fair fight, our superiority will probably be more apparent.

As I have to write on the ground, in a heavy wind, I fear you will not be able to read my letter. You will, however, have the goodness to excuse inaccuracies, and my want of time and means to send you a fair copy.

H. LEAVENWORTH, *Col. U. S. A.*

Major O'Fallon.

No. 3.

Mr. Pilcher to Major B. O'Fallon.

Dear Sir: Fort Recovery, Upper Missouri, *July* 23, 1823.

From the following extract of a letter from Mr. William Gordon, a young gentleman in the service of the Missouri Fur Company, and attached to our mountaineers, you will see that they have been defeated, and the chiefs of the expedition, Mr. Immel and Mr. Jones, have both been slain. The extracts from Mr. Keemly's letters will show the disposition and feelings of the Mandans and Grosventres produced by the late success of the Ricarees against General Ashley; and the whole will, I hope, tend to show the importance of Colonel Leavenworth's expedition against the Ricarees. If protection to the commerce of the Missouri be the object of our Government, this would seem to be the accepted time; a decisive blow is indispensable for the safety of every white man on the river above the Council Bluffs, and even to the troops stationed at that post; but I need not dwell on this subject; you know too well the importance of the movement.

The following is an extract from Mr. Gordon's letter, dated

"Dear Sir: "Fort Vanderburgh, Mandan and Grosventres Villages, *June* 15, 1823.

"It becomes my unpleasant duty to inform you of the defeat of our party by the Blackfoot Indians, and of the dire consequences of the same. After penetrating to the three forks of the Missouri, early in the spring, although we found that country almost entirely trapped out by the Indians, we had succeeded, by the greatest perseverance, in taking about —— packs of beaver. On the 16th day of May, having reached the upper three forks of Jefferson river, and finding no beaver in that quarter, we commenced a retrograde march for the Yellow Stone. On the second day we fell in with a party of thirty-eight Blackfoot Indians; they came up boldly, and smoked, and remained with us during that night, making every profession of friendship; and in the morning, after making them presents of such articles as we could spare, they parted with us, apparently well satisfied, having first invited us to come and establish at the mouth of the Maria river, as they said they had been informed was our intention. They were in possession of every information in regard to the two boats being at the mouth of the Yellow Stone, and of their determination to ascend the Missouri to the falls. This information must have been derived from the British traders, who have most probably instigated them to commit this outrage, and by them, no doubt, from some faithful correspondent at St. Louis. We did not suffer ourselves, however, to be lulled into false ideas of security by their friendly professions, but commenced a direct and precipitate retreat from the country, keeping out a strict guard every night, and using every possible vigilance at all times. This party of thirty-eight had returned to their village, which was very close, and recruited to the number of between three and four hundred men; these had intercepted us on the Yellow Stone, where they arrived two days before us. They lay in ambush for us on the side of a steep hill, the base of which was washed by the river, along which we had to pursue the intricate windings of a buffalo track, among rocks, trees, &c., by means of which they had secreted themselves. At this place the men were of course much scattered for a considerable distance, as two horses could not pass abreast. At this unfortunate moment, and under circumstances so disadvantageous, they rushed upon us with the whole force, pouring down from every quarter. Messrs. Immel and Jones both fell early in the engagement. A conflict thus unequal could not be long maintained. The result was the loss of five other men killed, four wounded, the entire loss of all our horses and equipage, traps, beaver, and every thing. The balance of the party succeeded in escaping, by making a raft and crossing the Yellow Stone. This took place on the 31st of May, just below the mountains on the Yellow Stone. Not knowing to what extent the loss of the horses, traps, &c., might effect [affect] any future plan of operation, I came with all possible expedition to this place to acquaint you with the circumstance. I left Mr. Keemly and the party near the mouth of Pryor's fork, making skin canoes to bring down the falls hunt, amounting to about ——. Four of Major Henry's men have also been killed near the falls. It appears from information derived from the Blackfeet themselves, that the British have two trading houses in their country, on the American territory; and from some Snake Indians, we learn that they have several on the south fork of the Columbia. Something decisive should be done.

"Believe me to be your sincere friend,

"WM. GORDON."

From the foregoing letter you will perceive that the commerce of the Missouri, under existing circumstances, however valuable, is truly precarious. This, our second adventure to the mountains, had surpassed my most sanguine expectations: success had been complete, and my views fulfilled in every respect. Mr. Immel and Mr. Jones had conducted those expeditions with the greatest skill and ability, and proved themselves worthy of my confidence. The loss of property is severely felt, yet it is little compared to the loss of those valuable men to whom I stand indebted for the accomplishment of my views. In consequence of their late departure last summer from the Council Bluffs, it became necessary for them to confine their operations last fall to the Yellow Stone and its tributary waters, and winter at the mouth of the Big Horn. The party originally consisted of forty-three persons, including themselves and Messrs. Gordon and Keemly, two young gentlemen attached to the expedition, and to whom I am much indebted for their activity in bringing off the remainder of the party, and securing the property of the expedi-

tion which had been left on the Yellow Stone at the time the expedition moved to the three forks, early in the spring. The party had been reduced to thirty, including all; a part of the men having deserted from their wintering post at the Big Horn. With these they penetrated the country, as mentioned in Mr. Gordon's letter. I am happy to say their defeat is not to be attributed to negligence, mistaken confidence of their own ability or the good will of the Indians. Three hours more would have taken them to the Crow nation, where they would have been perfectly secure; this tribe being at war with the Blackfeet, and much attached to the whites. But the Blackfeet had marked their route. They knew the country and advantages of the position selected by them for the attack. There they intercepted them, and awaited their arrival. Nothing but defeat could be expected under such circumstances; and it is wonderful how any should escape from such an overwhelming force, when attacked in such an unfavorable position. Many circumstances justify the opinions expressed in Mr. Gordon's letter, which I will hereafter relate; time will not allow me to do so at present. Mr. Keemly arrived at the Mandans in a short time after Mr. Gordon left him on the Yellow Stone; and in a letter to me under date of the 10th of the present month, which met me at this place, he expresses himself as follows: "Permit me, sir, here to remark, that the present affair with the Ricarees is the subject of daily conversation with the Grosventres and Mandans; and I am of opinion, from many remarks made by the principal men of both nations, that much of the future welfare and interest of persons engaged in the business of the Missouri depends upon the course of conduct pursued towards that band of savage villains." In another letter from him of the 11th instant, conveyed by the same hand, he gives me the following information: "A council was held by the Mandans on the 10th instant, in which they have determined to send for the Ricarees to enter their village, in order to protect them (as they say) from the whites. A singular [similar] proposition was made to the Grosventres by the former nation, but they shut their ears against it." The Ricarees opened a fire on the men who came express with those letters, and continued it until they had got beyond their reach, though they did not succeed in hurting either of them. From these circumstances you may suppose that the future conduct and disposition of all those upper tribes, even the Sioux, depend much on the steps taken in relation to the Ricarees. There are many opinions respecting the course the Ricarees will take. My own impressions are, that they will not abandon their villages, but will await the arrival of the expedition, and give us battle. Many things induce a belief that they will not attempt to go to the Mandans for protection. About twelve days will decide it. The expedition left this place early this morning.

The foregoing circumstances, together with many other causes, will induce me to change the destination of our mountain men this fall. If time would justify the attempt, I would endeavor to push the expedition across the mountains to some of the southern branches of the Columbia, but the season is too far advanced.

I am, dear sir, &c.,

JOSHUA PILCHER,
Acting Partner Missouri Fur Company.

Major B. O'FALLON, *United States' Agent for Indian Affairs.*

General Gaines to the Secretary of War.

HEAD-QUARTERS, WESTERN DEPARTMENT,
NEAR LOUISVILLE, KENTUCKY, *September* 8, 1823.

SIR:

The last mail from St. Louis arrived without bringing the looked-for report of Colonel Leavenworth, or any information whatever from the Missouri frontier.

Respectfully, I have the honor to be,

E. P. GAINES, *Maj. Gen. by brevet, comd'g.*

The Hon. J. C. CALHOUN, *Secretary of War.*

General Gaines to the Secretary of War.

HEAD-QUARTERS, WESTERN DEPARTMENT,
NEAR LOUISVILLE, KENTUCKY, *September* 13, 1823.

SIR:

A letter from General Atkinson dated at St. Louis, the 5th instant, a copy of which I enclose herewith, reports the arrival at that place of the six companies of the 1st infantry ordered up the Missouri.

From Colonel Leavenworth I have received nothing since the date of his letter referred to in mine of the 30th ultimo.

I have the honor to be, &c.,

E. P. GAINES, *Maj. Gen. by brevet.*

The Hon. J. C. CALHOUN, *Secretary of War.*

General Atkinson to General Gaines.

HEAD-QUARTERS, RIGHT WING, WESTERN DEPARTMENT,
ST. LOUIS, *September* 5, 1823.

SIR:

I have the honor to inform you that two companies of the 1st regiment, under Major Wbartenby, arrived at this place from Baton Rouge, on Friday evening last, and that four companies came up on Tuesday, under Colonel Chambers. The whole are now encamped a short distance above the city, where they will remain for three days more, when they will take up their movement for Council Bluffs.

I have not heard of Colonel Leavenworth since I addressed you on the 19th ultimo, enclosing copies of letters from him and from Mr. Pilcher to Major O'Fallon; I calculate, however, on hearing, in less than a week, the result of his enterprise against the Ricaree Indians, which will determine me with regard to pushing Colonel Chambers's detachment through by land. In the mean time I have prepared transport boats, and shall send off the detachment, with their provisions and stores, by water, as I shall have it in my power to detach at any time a command from the boats to be pushed on by land, should circumstances above render it necessary. I have adopted this mode, because, if the troops transport their own supplies, it will save the United States some six thousand dollars; and the fact of their setting out by water will retard their arrival at the Bluffs but a little, should the state of affairs in the upper country make it necessary that they should ultimately go by land, as all they progress by water will so much shorten the distance.

The detachment, as you will see by the enclosed report, is weaker than you anticipated; forty-five are reported sick, but none are seriously indisposed, except the adjutant; all the men will be able to move with the detachment.

The detachment is deficient in many articles of clothing, particularly shoes, a supply of which, I fear, must be purchased here, as the men cannot ascend the river bare-footed.

Every thing justifies the belief that Colonel Chambers's movement will be as prompt and successful as you anticipate. Late advices from the Upper Mississippi represent every thing to be tranquil in that quarter; some letters and returns from thence, addressed to me, are sent to you, under cover, by Lieutenant Russell, who will deliver this communication.

I will avail myself of every opportunity to keep you advised of every circumstance of interest within my command.

With very great respect, sir, I have the honor to be, your obedient servant,

H. ATKINSON, *Brig. Gen. U. S. A.*

Major General E. P. GAINES, *United States' Army, Louisville.*

Brigadier General Atkinson to Major General Brown.

HEAD-QUARTERS, WESTERN DEPARTMENT,

SIR: LOUISVILLE, KY., *July* 12, 1823.

I have this moment received from Governor Clark a letter, of which the enclosed is a copy.

I have but little doubt the force which Colonel Leavenworth has taken with him for the purpose of chastising the Ricarees, for the outrage committed on General Ashley's party, will be ample for the object.

Two hundred and twenty soldiers, eighty men of the traders, with thirty men under General Ashley, and, perhaps, two to three thousand Sioux Indians, are sufficient to destroy any Indian force that the upper tribes can bring against them.

Until the result of the expedition under Colonel Leavenworth is known, it is unnecessary to give any orders touching the matter, particularly as the contest will be long over before reinforcements could reach the scene of action. Besides, the garrisons on the Upper Mississippi are too weak, at present, to draw detachments from them, only in cases of great necessity; and the detachments of recruits under Captain Fowle will reach the Bluffs in August.

Should Colonel Leavenworth fail, measures shall be promptly taken to meet occurrences.

In the mean time, I shall be glad to receive from you such instructions touching the matter as may be deemed advisable.

With great respect, sir, I have the honor to be, your most obedient servant,

H. ATKINSON,

Brig. Gen. U. S. Army, commanding Western Department.

Maj. Gen. BROWN, *Commander-in-chief, Washington City.*

Governor Clark to General Atkinson.

DEAR GENERAL: ST. LOUIS, *July* 4, 1823.

I have merely time to say to you that I have received, this day, a letter from Major O'Fallon, stating that General Ashley was attacked by the Ricarees, on the morning of the 2d of June, (after a friendly intercourse of two days,) and defeated with the loss of fourteen men killed and nine wounded. The general retreated down about twenty-five or thirty miles, and remained with thirty men in one boat; sent his other boat and the disaffected and wounded to Fort Atkinson, with a statement of his situation to Colonel Leavenworth and Major O'Fallon. On the 22d, Colonel Leavenworth set out up to the Ricarees, with two hundred and twenty regular troops, and about eighty men of the companies, to be joined by a large party of Sioux. The colonel has taken with him cannon, as the Ricarees are strongly fortified. I have but little doubt of the success of our troops, if the Indians remain in their towns to fight, which is very doubtful if they discover the strength of the force.

WM. CLARK.

Gen. H. ATKINSON.

Brigadier General Atkinson to Major General Brown.

HEAD-QUARTERS, WESTERN DEPARTMENT,

SIR: LOUISVILLE, KY., *July* 13, 1823.

Since addressing you, yesterday, on the subject of Governor Clark's letter, relative to the attack of the Ricaree Indians on General Ashley's party, I have, on reflection, ordered Captain Fowle to march across the country to Council Bluffs, with one hundred men of the detachment of recruits of the 6th regiment. I think the state of affairs on the Upper Missouri calls for the measure; not that I think there is much to be apprehended as to the failure of Colonel Leavenworth in the object of his march, or of hostile movements on the part of other tribes; yet an early addition of one hundred men to the remaining garrison at Council Bluffs will give complete security to the post; and the promptness with which they will be marched across the country will impress the Indians in that quarter with a just idea of our capacity to chastise every outrage they may commit.

I have directed that the detachment be provided with pack-horse transportation, as that mode will greatly facilitate their movement, and be much less expensive than employing wagons. The horses may be purchased for from thirty to fifty dollars each, and, after performing the trip, be on hand as public property.

Enclosed is a copy of my order to Captain Fowle, which will give you a full knowledge of the measures I have taken. The order will reach Captain Fowle in five or six days. It was sent by an officer of the 5th regiment, who went in a steamboat that sailed to-day for St. Louis, at about which time the detachment will also reach there.

I shall pay due attention to every thing relating to affairs on the Missouri, and take prompt steps to meet exigencies. For the present, I deem it unnecessary to do more than I have ordered.

With great respect, sir, I have the honor to be, your most obedient servant,

H. ATKINSON,

Brig. Gen. U. S. Army, commanding Western Department.

Maj. Gen. BROWN, *Commander-in-chief, Washington City.*

General Atkinson to Captain Fowle.

SIR: HEAD-QUARTERS, WESTERN DEPARTMENT, LOUISVILLE, *July* 13, 1823.

In consequence of Col. Leavenworth having moved with the principal part of the 6th regiment against the Ricaree Indians, who have lately committed an outrage on General Ashley's party, it is very important that you should reach Council Bluffs with the detachment of recruits of the 6th regiment under your command as early as possible.

As the voyage by water to your point of destination is tedious, and will necessarily protract your arrival, you will march from St. Louis, by the way of Clay court-house, and thence along Gray's Trace, with one hundred picked men of the detachment, for Council Bluffs. The residue of the detachment you will leave under an officer or two, to ascend the Missouri, with one or two of the transport boats, and the whole of the baggage of the detachment.

Captain Brant, assistant quartermaster general at St. Louis, is ordered to furnish the necessary transportation for your march, which should be as limited as possible; as pack-horse transportation will both facilitate your movements and curtail expenses, you will adopt that mode. Eighteen or twenty horses, I presume, will be ample, as you will find at the Bluffs all necessary supplies, and you will want to take little else with you from the upper settlements han some eight or ten days' provisions.

Lieut. Brown, assistant commissary, is instructed to furnish provisions for the land detachment, both at St. Louis and at the upper settlements.

Depending on your promptness and energy for the execution of the objects above stated,

I am &c.,

H. ATKINSON,

Brig. Gen. U. S. A. commanding Western Department.

Capt. FOWLE, *5th reg't. infantry, Missouri.*

General Gaines to General Brown.

HEAD-QUARTERS, WESTERN DEPARTMENT,

GENERAL: LOUISVILLE, KENTUCKY, *August* 16, 1823.

I received last night the report of Colonel Leavenworth, announcing his intention to visit the Ricaree Indians, dated June 18, 1823.

This report, which I enclose herewith, contains no material fact differing from those transmitted by General Clark, Major Foster, and Major O'Fallon, referred to in my letter to you of the 26th of last month, excepting only that the force intended to be sent by the colonel is something less than that reported to have accompanied him.

He states that his party will be about two hundred strong in rank and file, and adds, "if necessary, it is expected that we can raise a considerable auxiliary force amongst the Sioux."

As Colonel Leavenworth will probably report by express the result of his movement, I have reason to expect it in the course of the next two weeks.

Very respectfully, I have the honor to be,

E. P. GAINES, *Major General by brevet.*

To Major General JACOB BROWN, *General-in-chief.*

Colonel Leavenworth to General Atkinson.

DEAR SIR: FORT ATKINSON, *June* 18, 1823.

I have just received a letter from General Ashley, giving information of an attack upon his party by the Ricaree Indians, by which it appears that not only the survivors of his party, but many other American citizens, are in the most imminent danger. A copy of the general's letter I herewith enclose, and also a copy of an order which I have issued on the subject. I can only add that we shall leave here for our destination as soon as possible, which, I hope, will be to-morrow or next day. We shall take two six pounders and small swivels, and perhaps a howitzer. My party will be about two hundred strong in rank and file. If necessary, it is expected that we can raise a considerable auxiliary force amongst the Sioux. We shall do all we can to support the honor of our regiment, and hope, with the blessing of Heaven, to meet the approbation of our superiors and of our country. We go to secure the lives and property of our citizens, and to chastise and correct those who have committed outrages upon them. It will be our endeavor to do this as peaceably as the nature of the circumstances which may occur will admit.

I have the honor to be, with perfect regard, your obedient servant,

H. LEAVENWORTH, *6th regiment.*

Brigadier General H. ATKINSON, *Comd'g Western Department, Louisville, Ky.*

General Ashley to Major B. O'Fallon.

ON BOARD THE KEEL-BOAT YELLOW STONE,

DEAR SIR: *(twenty-five miles below the Ricaree towns,) June* 4, 1823.

On the morning of the 2d instant, I was attacked by the Ricaree Indians, which terminated with great loss on my part. On my arrival there (the 30th May) I was met very friendly by some of the chiefs, who expressed a great wish that I would stop and trade with them. Wishing to purchase horses to take a party of men to the Yellow Stone river, I agreed to comply with their request, and proposed that the chiefs of the two towns would meet me that afternoon on the sand beach, when the price of horses should be agreed upon. After a long consultation among them-

selves, they made their appearance at the place proposed. I made them a small present, and proposed to purchase forty or fifty horses. They appeared much pleased, and expressed much regret that a difference had taken place between some of their nation and the Americans—alluding to the fray which recently took place with a party of their men and some of the Missouri Fur Company, which terminated in the loss of two of the Ricarees, one of whom was the son of the principal chief of one of the two towns. They, however, said that all the angry feelings occasioned by that affray had vanished, and that they considered the Americans as friends, and would treat them as such; that the number of horses I wanted would be furnished me for the price offered.

The next morning we commenced trading, which continued until the evening of the 1st instant, when preparations were made for my departure early the next morning. My party consisted of ninety men, forty of whom were selected to take charge of the horses, and cross the country by land to the Yellow Stone. They were encamped on the bank, within forty yards of the boats. About half-past three o'clock in the morning I was informed that one of my men had been killed, and, in all probability, the boats would be immediately attacked. The men were all under arms, and so continued until sunrise, when the Indians commenced a heavy and well directed fire from a line extending along the picketing of their towns, and some broken grounds adjoining, about six hundred yards in length. Their shot were principally directed at the men on the beach, who were making use of the horses as a breastwork. We returned the fire, but, from the advantageous situation of the Indians, did but little execution. Finding their fire very destructive, I ordered the steersmen to weigh their anchors and lay to shore, for the purpose of embarking the men; but, notwithstanding I used every measure in my power to have the order executed, I could not effect it. Two skiffs which would carry thirty men were taken ashore; but, in consequence of a predetermination on the part of the men on land not to give way to the Indians as long as they could possibly do otherwise, they (with the exception of seven or eight) would not make use of the skiffs when they had an opportunity of doing so: in about fifteen minutes from the time the firing commenced, the surviving part of the men were embarked; nearly all the horses killed or wounded. One of the anchors had been weighed, the cable of the other cut, and the boats dropping down the stream.

The boatmen, with but few exceptions, were so panic struck, that it was impossible to get them to expose themselves to the least danger—indeed, for some time, to move from their seats; I ordered the boat landed at the first timber, for the purpose of putting the men and boats in a better situation to pass the villages in safety; when my intentions were made known, to my surprise and mortification, I was told by the men (with but few exceptions) that, under no circumstances, would they make a second attempt to pass without a large reinforcement. Finding no arguments that I could use would cause them to change their resolutions, I commenced making arrangements for the security of my property. The men proposed, if I would descend the river to this place, fortify the boats, or make any other defence for their security, that they would remain with me until I could receive aid from Major Henry, or from some other quarter. I was compelled to agree to the proposition. On my arrival here, I found them as much determined to go lower. A resolution had been formed by most of them to desert. I called for volunteers to remain with me, under any circumstances, until I should receive the expected aid. Thirty only volunteered; among them were but five boatmen. Consequently, I am compelled to send one boat back; after taking a part of her cargo on board on this boat, the balance will be stored at the first fort below.

My loss in killed and wounded is as follows:

Killed.	*Wounded.*
John Matthews,	Reece Gibson, (since dead.)
John Collins,	Joseph Monse,
Aaron Steevens, (killed at night in the fort.)	John Lawson,
James McDaniel,	Abm. Ricketts,
Westley Piper,	Robt. Tucker,
George Flagen,	Joseph Thompson,
Benjn. F. Sweed,	Jacob Miller,
James Penn, Jr.,	Danl. McClain,
John Miller,	Hugh Glass,
John S. Gardner,	Augustus Dufien,
Ellis Ogle,	Willis, (black man.)
David Howard.	

I do not conceive but two of the wounded in danger. How many of the Indians were killed, I am at a loss to say; I think not more than seven or eight; four or five were seen to fall on the beach. I have thought proper to communicate this affair as early as an opportunity offered, believing that you would feel disposed to make these people account to Government for the outrage committed. Should that be the case, and a force sent for that purpose in a short time, you will oblige me much if you will send me an express, at my own expense, if one can be procured, that I may meet and co-operate with you. From the situation of the Indian towns, it will be difficult for a small force to oust them without a six pounder. The towns are newly picketed in with timber, from six to eight inches thick, twelve to fifteen feet high; dirt in the inside thrown up about eighteen inches. They front the river, and immediately in front of them is a large sand-bar, forming nearly two-thirds of a circle, at the head of which (where the river is very narrow) they have a breastwork made of dry wood; the ground on the opposite side of the river is high and commanding. They have about six hundred warriors, I suppose; three-fourths of them armed with London fusees; others with bows and arrows, war axes, &c.

I expect to hear from Major Henry (to whom I sent an express) in twelve or fifteen days; during that time I shall remain between this place and the Ricaree towns, not remaining any length of time in one place, as my force is small—not more than twenty-three effective men.

Your friend and obedient servant,

WM. H. ASHLEY.

On board the boat that descends are five wounded men; any assistance that you can afford them I will feel under obligations for.

Directed to Major B. O'Fallon, *Indian Agent; or to the commanding officer at Fort Atkinson.*

HEAD-QUARTERS, SIXTH INFANTRY, FORT ATKINSON, *June* 18, 1823.

ORDERS.

The colonel commanding has to announce to his command that the Ricaree Indians have attacked a party of Americans under the command of General William H. Ashley, Lieutenant Governor of the State of Missouri, who had a regular license from the Government of the United States, agreeably to the laws of Congress for regulating trade and intercourse with the Indians. Fourteen of General Ashley's party have been killed, and nine wounded. The lives of more than one hundred American citizens, now in the Indian country, are in the most imminent danger. General Ashley and about thirty men of his party still bravely remain in the face of their savage enemy, and the general asks for assistance. The colonel commanding deems it his duty to afford assistance to the survivors, and to chastise those Indians for the outrage which they have committed; and on this subject there is the most perfect coincidence of opinion between the colonel commanding and Major Benjamin O'Fallon, the United States' agent for Indian affairs on the river Missouri. The colonel commanding is sure of the zealous co-operation and efficient support of Major O'Fallon, and the officers of the regiment generally which he has the honor to command.

Companies A, B, D, E, F, and G will be prepared, as soon as possible, to march at a moment's warning. After the departure of the colonel commanding, the command of the residue of the regiment of the post will devolve upon Major Foster. It is hoped and expected that the most zealous exertions will be made by every individual of the regiment left here to save the crops, and preserve the public property. In Major Foster's zeal and efficiency, and those generally who will remain, the colonel commanding has the fullest confidence. He is aware that their duties will be arduous, perhaps more so than those who will ascend the river. If any glory should be acquired, the regiment generally will share it. If those who ascend the river are unfortunate, they must bear it alone.

The acting post quartermaster will immediately engage the keel-boat called the Yellow Stone Packet, and her patroon, and as many of the efficient men with her as practicable. In case he succeeds in engaging the boat, her cargo will be immediately stored. One of the public boats will be selected, and immediately put in good order to ascend the river. A future order will be given on the subject of ammunition and subsistence.

H. LEAVENWORTH, *Colonel commanding.*

General E. P. Gaines to Major General Jacob Brown.

HEAD-QUARTERS, WESTERN DEPARTMENT,

NEAR LOUISVILLE, KENTUCKY, *August* 24, 1823.

GENERAL:

I have the pleasure to transmit herewith a copy of a letter from General Atkinson, with an extract from General Ashley's, affording more satisfactory information as to the probable strength of the auxiliary force expected to join Colonel Leavenworth, and of the prospect of success against the Ricarees, than I have heretofore had it in my power to obtain.

Judging from my recollection of the reputed distances of the several places mentioned by General Ashley, I infer that, at the date of his letter, (19th July, 1823,) the force under Colonel Leavenworth was within two hundred miles of the Ricarees; allowing him, therefore, twelve days for the accomplishment of his movement, there is reason to believe that he must have given them a trial of his strength about the 1st of the present month. Should his white and red auxiliaries have proved to be firm and faithful, there is much reason to hope for the most favorable result.

With great respect, I have the honor to be,

E. P. GAINES, *Maj. Gen. by brevet, com'dg.*

Maj. Gen. JACOB BROWN, *General-in-chief, Washington City.*

Brigadier General Atkinson to Major General Gaines.

HEAD-QUARTERS, RIGHT WING, WESTERN DEPARTMENT,

ST. LOUIS, *August* 15, 1823.

SIR:

I have received some unofficial information from the expedition under Colonel Leavenworth, as late as the 19th ultimo, by a letter addressed to Major O'Fallon from General Ashley, an extract of which is enclosed herewith.

A Mr. Smith, who came down with the proceeds of the trappers and hunters of General Ashley, from the mouth of the Yellow Stone, gives also some verbal news to the following effect, viz: he left the Yellow Stone with Major Henry, who, with all the party under him, except twenty men, left in the fort at the mouth of the Yellow Stone, proceeded to join General Ashley at the mouth of the Chienne river. On passing the Ricaree village, the Ricarees came down on the beach, and invited them, in a friendly manner, by signs, with buffalo robes, to land. Major Henry, knowing the deception they were attempting to practise upon him, for the purpose of getting him into their power, proceeded down the river, without holding any intercourse with them.

Mr. Smith informs me that Colonel Leavenworth was progressing on very well, and expected to accomplish the object of his movement. I, however, think that the Ricarees will, on hearing of his approach, move off to the Mandans, or some distant point. I have no idea they will remain in their villages for the purpose of defending themselves there; consequently, it will require another season to bring those Indians to a proper account for their transgressions.

I shall be prepared to push the first regiment on, upon its arrival here.

I have, &c.,

H. ATKINSON, *Brig. Gen. U. S. Army.*

Maj. Gen. GAINES, &c.

Extract of a letter from General Ashley to Major O'Fallon, dated

FORT BRASSAUX, *July* 19, 1823.

I remained at and in the neighborhood of the Chienne river until Major Henry joined me. We then concluded that, should troops be sent up the river this year to fight the Ricarees, they would not ascend until fall,

when it would be too late to do any thing in our business this year. Accordingly we concluded to drop down to the mouth of the Yeton river, and, if possible, purchase as many horses as would enable us to fit out the party intended to be sent to the Columbia. Understanding that the Sioux Indians were in the neighborhood, I came here a few days since to get horses from them. To my great satisfaction, on my arrival I was informed of the approach of Colonel Leavenworth with two hundred men. He will pass this place to-day with his command. I leave here this evening for my camp, which is about one hundred and twenty miles above, and will have things ready to join him with eighty men by the time he reaches that point. Some of the gentlemen of the Missouri Fur Company have joined him with forty men; from four to five hundred Sioux Indians are encamped about twenty miles above this place, waiting the colonel's arrival, and intend co-operating with him. Our whole force will be about eight hundred men, which will be sufficient to destroy the greater part of the Ricarees in a very short time after reaching their towns, should they not escape before that time. It is said that they have proposed to the Mandans to permit them to move up and live with them, which it is supposed the Mandans will consent to; but, if so, very contrary to the wishes of the Grosventres.

W. H. ASHLEY.

To Major O'Fallon.

General Gaines to the Acting Adjutant General.

Head-quarters, Western Department,

Sir: Near Louisville, Kentucky, *September* 1, 1823.

Accompanying this, you will receive, for the information of the general-in-chief, the copy of a letter from Colonel Leavenworth to Major O'Fallon, dated at Fort Recovery, 21st of July, 1823.

The letter referred to by Colonel Leavenworth from Mr. Pilcher was transmitted to the Department of War by the last mail. It contains a detailed account of the attack by the Blackfoot Indians on the trading and hunting parties under Messrs. Immel and Jones; and a report that the Mandans had invited the Ricarees to their nation, one hundred and thirty miles above the Ricarees, and had promised to protect them against us. Colonel Leavenworth's position at the date of his letter is not described in any paper in my possession; but I judge it to be within one hundred and fifty miles of the Ricarees. I am persuaded, therefore, that his report of the result of his movement may reach this place by the latter end of next week, as arrangements are made to convey it from Fort Atkinson by express. Until the receipt of that report, no other measures than those which I have heretofore adopted and reported are deemed necessary for the concentration of supplies, or of force, beyond that which is already in motion.

Should Colonel Leavenworth fail to restore peace with the Ricarees, or should he meet with any serious check from the Ricarees or their allies, the detachment of the 1st and 7th infantry, under General Atkinson, will immediately be pushed up the Missouri as far as the season will permit and the service may require, and may ultimately return to and winter at Council Bluffs. And as he will stand in need of several boats to aid him in his operations against the Indians, he will obtain a supply at St. Louis, and go from thence by water with the whole or principal part of his force, taking with him, and affording protection to, the subsistence and other supplies necessary for his command.

Should the Blackfoot Indians, with the Mandans and the Sioux of the Missouri, or either of the two last-mentioned nations, unite with the Ricarees, as it is rumored they will, I shall, in this case, order the 4th infantry to Pensacola, and the four companies of the 1st infantry near Baton Rouge, (after posting a company of the 7th from Cantonment Jesup at Baton Rouge,) in October, or early in November next, in order to enable them to put themselves in temporary huts at Fort Osage for the winter, or, if necessary, to profit by the ice and snow of February and March, to proceed in sleighs to the Bluffs in time for the whole force to leave that place by the middle of April.

On the subject of rations, I have only to remark that, with an assistant commissary possessing the zeal and ability of Captain Brown, and in a country abounding in provisions as the State of Missouri is known to be, and of the cheapest and best kind, I feel convinced that the requisite supplies will be, as they have been, obtained whenever called for.

With respect, I have the honor to be,

E. P. GAINES, *Maj. Gen. by brevet, comd'g.*

To the Acting Adjutant General, *Washington City.*

Colonel Leavenworth to Major O'Fallon.

Dear Major: Fort Recovery, *July* 21, 1823.

Your favor of the 10th instant I have this minute received, and I assure you with great pleasure; I was also highly gratified that Majors Woolley and Ketchum came on to join us.

Mr. Pilcher I have requested to write you fully as to Indian affairs; and he is so much better informed than myself, that I shall leave that subject principally to him. He is, I find, very efficient, and has conducted greatly to my satisfaction.

These Yantons appear to be zealously determined to co-operate with us, but I have some doubts as to the continuance of their ardor. We have been obliged to make a halt here of three days, to wait for Mr. Pilcher, and to repair damages sustained from wind and water. After so many disasters, I am happy to inform you that we are yet efficient; perhaps as much so as when we set out. Our powder was *miraculously* preserved; several casks, which were under water all night, were entirely uninjured. I have borrowed ten rifles of Mr. Pilcher, and can have twenty-three more of General Ashley, but eight only are necessary to complete. Powder and lead I can obtain in ample quantities. If the Ricarees and Mandans unite, I shall proceed to the Mandans, and, if they keep the Ricarees in their village, shall attack them. We shall do our best to obtain a victory. The honor of the American arms must be supported at all events; but I can plainly perceive our force is not sufficient to inspire that degree of awe and respect amongst the Indians which I would wish. We make but a small show on a large prairie, by the side of four or five hundred mounted Indians. If we can obtain a fair fight, our superiority will probably be more apparent.

As I have to write on the ground, in a heavy wind, I fear you will not be able to read my letter. You will, however, have the goodness to excuse inaccuracies, and my want of time and means to send you a fair copy.

I am, dear sir, truly, your friend and servant,

To Major B. O'Fallon. H. LEAVENWORTH, *Col. U. S. A.*

Brevet Major General E. P. Gaines to Major General Brown.

GENERAL: HEAD-QUARTERS, WESTERN DEPARTMENT, *September* 9, 1823.

I have received, through your aid-de-camp, Lieutenant E. Kirby, your letter of the 25th, in reply to mine of the 10th of last month.

Not having received an acknowledgment of the receipt of mine of the 26th July, I was induced to make inquiry at the post office; where I found that the mail, robbed near Lexington, in this State, about the 28th July, (an account of which, I presume, you have seen in the newspapers,) must have contained the letter in question. Apprehending, therefore, that it was purloined by Mr. Hanover, *alias* Rees, I send herewith a duplicate, omitting the copy of a letter from Major O'Fallon, and that from Major Foster; the former having passed through the newspapers, with the substance of the latter.

Deeming the subject to be an important one, I fortunately transmitted to the Department of War on the 28th July, copies of my letter and its enclosures; the receipt of which has been acknowledged. I therefore send you the enclosed, merely to assure you that I had not omitted to give you early information of my measures.

Very respectfully, I have the honor to be,

E. P. GAINES,

To Maj. Gen. BROWN, *Washington.* *Major General by brevet, commanding, &c.*

General Gaines to General Brown.

HEAD-QUARTERS, WESTERN DEPARTMENT,

GENERAL: LOUISVILLE, KENTUCKY, *July* 26, 1823.

The report made to you the 12th instant by General Atkinson, that General Ashley with his trading company had been attacked by the Ricaree Indians, and defeated, with the loss of fourteen killed and nine wounded, is confirmed by letters received last night from Major O'Fallon and Major Foster, of which I enclose herewith copies (numbered 1 and 2,*) with copies of instructions to General Atkinson and Colonel Chambers (Nos. 3 and 4.)

From Major O'Fallon's letter you will perceive that other outrages of a similar character have been committed by the Blackfoot Indians, who have killed Messrs. Jones and Immel, (the latter late of the army of the United States,) with five other persons.

It appears that on the 22d of last month Colonel Leavenworth marched with two hundred and twenty men, regular troops, and eighty men of the trading companies, to be joined by a large party of Sioux warriors, against the Ricarees; who being strongly fortified, the colonel took with him some cannon.

The Ricaree villages are situated about seven hundred miles above Council Bluffs, and are supposed to contain between six and seven hundred warriors. Should they be able to turn out six hundred warriors, well armed and united as they are reported to be, the movement of Colonel Leavenworth, taking into view the great distance, and the several intermediate nations near which he must necessarily pass, cannot but be considered as very hazardous, as any disaster on our part would be witnessed or very soon heard of by the numerous adjacent nations of Indians; and a repulse, attended with the loss of but few lives, would be to us a serious disaster, as it would tend to undo most of what has been done by the United States on the minds of the Indians, since the first occupancy of the post up the Missouri.

The unprovoked outrages of the Ricarees call for exemplary punishment; but a premature effort on our part will but widen the breach between us, and enhance the evil we thus attempt to correct. I trust the report of Colonel Leavenworth, which is not yet received, will give a more satisfactory view of his measures and prospects of success than I am at present able to afford. I have, however, great confidence in the discretion and conduct of that officer; and I am persuaded that the circumstances of the case justified the step which he has taken. But, be this as it may, the step is taken, and the force engaged must be supported.

For this purpose I have ordered General Atkinson to repair to the Missouri, where I have directed six companies of the 1st and four of the 7th infantry to be placed under his orders; with which, and the disposable part of the 6th, he will be able not only to support Colonel Leavenworth, but to punish the Ricarees, and arrest the progress of Indian hostility in that quarter, or at least to prevent its extension to the Pawnees (said to be nearly allied to the Ricarees) and other nations east and south thereof.

Two steamboats are employed to transport the six companies of the 1st regiment from Baton Rouge to St. Louis. This will occasion an expense of about $4,000. For the payment of this sum, and to meet the expense of transportation, &c. of these companies from St. Louis, and the four companies of the 7th from Arkansas to Council Bluffs, I have to request that the quartermaster general may be instructed to forward to the assistant quartermaster at St. Louis the sum of $12,000, which is deemed to be necessary to meet the expense of transportation, &c. which will be incurred in the movement to Council Bluffs.

Very respectfully, I have the honor to be,

E. P. GAINES, *Maj. Gen. by brevet, comd'g.*

To Maj. Gen. JACOB BROWN, *General-in-chief, Washington.*

No. 3.

General Gaines to General Atkinson.

HEAD-QUARTERS, WESTERN DEPARTMENT,

GENERAL: LOUISVILLE, KENTUCKY, *July* 26, 1823.

You will repair to the Missouri, and assume the command assigned you by my department order of this date,

The immediate object of this command is to support the detachment under Colonel Leavenworth, and to give a timely check to the hostile spirit which has recently manifested itself among the Indians of the Upper Missouri, and at the same time to arrest or punish the Ricarees and other warriors by whom thirty-three of our citizens have recently been killed or wounded.

Six companies of the 1st infantry, under Colonel Chambers, are this day instructed to join you at St. Louis, to act under your orders; to which will be added, should it be advisable, four companies of the 7th infantry. These will be directed to be held in readiness subject to your orders, to join you at such time and place as you may find it necessary to direct.

* See ante pages, 579 580.

Should the information which may reach you at or beyond St. Louis, in your judgment, suggest the propriety of your being supported by an additional force, you will, in this event, make application to the Governor of the State of Missouri for a few companies, or, if necessary, a battalion of volunteer mounted riflemen. But it is not expected that this force will be required without satisfactory evidence should meet you of some new act of hostility on the part of the Indians *below the Ricaree villages.*

You will order from St. Louis to Fort Atkinson a supply of subsistence and ordnance stores, which, added to those now at that post, shall be sufficient for the regular troops destined for that post, during a period of nine months from the 15th of October next, at which time the 1st infantry should reach that post. And should it become necessary to obtain volunteers, you will in that event order up additional supplies, sufficient for such additional force during the time for which they may be employed, which should be for nine months, unless sooner discharged. And you will order the purchase of whatever subsistence may be necessary to supply any deficiency that may be found in the subsistence department at St. Louis, to enable you to carry these measures into effect.

In the discharge of these duties you will exercise a sound discretion, governing your movements and measures by the facts and circumstances that may be disclosed to you as you proceed, and by the instructions heretofore addressed to you, and in obedience to the "general regulations for the army."

You will keep me advised of your measures, and of the occurrences that you may deem interesting, connected with the command assigned you.

With great respect, I have the honor to be,

E. P. GAINES, *Major General by brevet, comd'g.*

To Brigadier General H. ATKINSON, *U. S. Army.*

No. 4.

General Gaines to Colonel Chambers.

HEAD-QUARTERS, WESTERN DEPARTMENT,

SIR: LOUISVILLE, KENTUCKY, *July* 27, 1823.

Accompanying this you will receive orders to repair, with six companies of your regiment, to St. Louis, on board of the steamboats the *Favorite* and *Magnet*, to report to General Atkinson.

The recent hostility of the Ricarees, and other nations of Indians up the Missouri, has rendered it necessary to assemble a force on that river to support the 6th infantry; the disposable part of that regiment having marched a month since against the Ricarees. Should the spirit of hostility, as there is reason to apprehend, extend itself to some of the neighboring tribes, the remaining part of your regiment will, in that case, after receiving recruits for completing the regiment, be ordered to follow you. For the present, however, you will leave Lieutenant Colonel Taylor in command, who will probably be joined by two companies of the 4th infantry.

General Atkinson will enclose to you the agreements made by him with the steamboats for your transportation, to which you will require particular attention on the part of the commanders, as well as on the part of the troops.

I regret to find that the principal part of your subsistence has been hauled out to your summer cantonment. You will not, however, delay your movement so long as to bring back any part of that supply, as most of it will be wanted out there; and as subsistence can be obtained on the lowest terms at St. Louis, it is not desirable that you should take with you the quantity mentioned in my order of yesterday's date. You need not take with you more than a supply for one month or six weeks.

Wishing you health, &c., I have the honor to be,

E. P. GAINES, *Maj. Gen. by brevet, comd'g.*

Colonel CHAMBERS, *1st United States Infantry.*

General Gaines to the Adjutant General.

HEAD-QUARTERS, WESTERN DEPARTMENT,

SIR: NEAR LOUISVILLE, KENTUCKY, *September* 13, 1823.

You will receive, herewith, for the information of the general-in-chief, a copy of a letter from General Atkinson, dated at St. Louis, the 5th instant, reporting the arrival at that place of the six companies of the 1st infantry, destined for the Upper Missouri.

I regret that it is not yet in my power to communicate the result of the expedition under Colonel Leavenworth, nothing having been received by me from that officer since the date of the letter referred to in mine of the 30th of last month.

Respectfully, I have the honor to be,

E. P. GAINES, *Maj. Gen. by brevet, comd'g.*

To the ADJUTANT GENERAL U. S. ARMY, *Washington City.*

General Gaines to General Atkinson.

HEAD-QUARTERS, RIGHT WING, WESTERN DEPARTMENT,

SIR: ST. LOUIS, *September* 5, 1823.

I have the honor to inform you that two companies of the 1st regiment, under Major Whartenby, arrived at this place from Baton Rouge on Friday evening last, and that four companies came up on Tuesday, under Colonel Chambers.

The whole are now encamped a short distance above the city, where they will remain for three days more, when they will take up their movement for Council Bluffs.

I have not heard of Colonel Leavenworth since I addressed you on the 19th ultimo, enclosing copies of letters from him and from Mr. Pilcher to Major O'Fallon. I calculate, however, on hearing in less than a week the result of his enterprise against the Ricaree Indians, which will determine me with regard to pushing Colonel Chambers's detachment through by land. In the mean time, I have prepared transport boats, and shall send off the detachment with their provision and stores by water, as I shall have it in my power to detach at any time a command from the boats to be pushed on by land, should circumstances above render it necessary. I have adopted this mode, because if the troops transport their own supplies, it will save the United States some $6,000; and the fact of

their setting out by water will retard their arrival at the Bluffs but a little, should the state of affairs in the upper country make it necessary that they should ultimately go by land, as all they progress by water will so much shorten the distance.

The detachment, as you will see by the enclosed report, is weaker than you anticipated. Forty-five are reported sick, but none are seriously indisposed except the adjutant. All the men will be able to move with the detachment.

Every thing justifies a belief that Colonel Chambers's movement will be as prompt and successful as you anticipated. Late advices from the Upper Mississippi represent every thing to be tranquil in that quarter. Some letters and returns from thence addressed to me are sent to you under cover by Lieutenant Russell, who will deliver this communication.

I will avail myself of every opportunity to keep you advised of every circumstance of interest within my command.

With very great respect, &c.,

H. ATKINSON, *Brig. Gen. U. S. Army.*

Major General E. P. GAINES, &c.

Major General Gaines to the Secretary of War.

SIR: HEAD-QUARTERS, WESTERN DEPARTMENT, *September* 22, 1823.

By yesterday's mail I forwarded to the adjutant general's office a copy of Colonel Leavenworth's report of the satisfactory result of his expedition against the Ricarees; intending to transmit to you by the same conveyance the original articles of a treaty of peace entered into by him with that nation: but I had omitted to allow myself time, prior to the departure of the mail, to prepare or obtain copies of the papers which it appeared to be proper should accompany the treaty: and I have now the honor to enclose them herewith, viz:

No. 1. The report of Colonel Leavenworth.

No. 2. The treaty with the Ricarees.*

No. 3. The order of Colonel Leavenworth, noticing the conduct of the officers and men of his command on the expedition.

No. 4. Letter addressed by Colonel Leavenworth to the Ricarees, after they had abandoned their villages.

No. 5. Letter from General Atkinson, dated September 13, 1823.

I have directed General Atkinson to take measures to ascertain the temper and views of the Sioux, and their motives for abandoning our troops at the time when their presence and aid were most wanted; and to keep an eye upon the Mandans and Ricarees. I have also directed him to make his arrangements with a view to the chastisement of the Blackfoot Indians in the course of the ensuing season—a measure which appears to me to be essentially necessary for the protection of our citizens engaged in the Indian trade, as well as our exploring parties in that quarter. Should this measure be approved, I cannot but think it proper that the 1st regiment of infantry should take post at Council Bluffs for the winter.

Abundant supplies of beef and pork may be driven to that place in the month of November, and there salted and dried for the expedition; and a sufficient quantity of corn may at the same time be kiln-dried or parched, to supply any deficiency in the article, even should the river freeze up before the supply now in possession of the troops at Belle Fontaine should reach the Bluffs, which is doubtful. But of this article, the present year's crop of wheat at the Bluffs is reported to be sufficient for two hundred barrels of flour. Hence the actual deficit to be supplied by corn raised at the place (of which there is a promising crop) will be inconsiderable. The troops being thus enabled to leave the Bluffs at the first approach of good weather, after the breaking up of the ice in the spring, will have full time to effect the objects of the expedition before the return of cold weather. They can, moreover, attend better to every preparation for the expedition at the Bluffs than at Belle Fontaine, where the evils of grog-shops, desertions, &c. will lessen the efficiency of the troops, and retard every measure of preparation.

With the greatest respect, I have the honor to be,

E. P. GAINES, *Maj. Gen. by brevet, commanding.*

The Hon. J. C. CALHOUN, *Secretary of War.*

No. 1.

SIR: HEAD-QUARTERS, SIXTH REGIMENT, FORT ATKINSON, *August* 30, 1823.

I have the honor to inform you that the troops who lately visited the Ricaree towns returned to this post on the 27th instant.

We arrived before the Ricaree towns on the 9th of the present month. The Sioux Indians, who were with us, were met by the Ricarees a short distance from their towns, and a skirmish took place between them. The Ricarees maintained their ground, or rather drove the Sioux back, until the regular troops and General Ashley's men arrived and formed their line. The Ricarees were then immediately driven into their towns. The Sioux were so much scattered in front of the troops, that the latter were unable to deliver their fire without killing some of the Sioux, and therefore did not fire.

Our boats arrived subsequently, during the evening of the 9th, and our artillery was disembarked.

On the morning of the 10th, Captain Riley, with a company of riflemen, and Lieutenant Bradley, with a company of infantry, were ordered to take possession of a hill above the upper village. They immediately took a position there, within one hundred steps from the town, and in a position which screened them from the fire of the enemy from the towns. At the same moment Lieutenant Morris, with one six pounder and a 5½ inch brass howitzer, commenced an attack on the lower town. Sergeant Perkins, with one six pounder, was sent to report to Mr. Vanderburgh of the Missouri Fur Company. This six pounder was placed above the upper village. A brisk fire was continued upon the towns until three o'clock in the afternoon. The Sioux were in the mean time busily engaged in gathering and carrying off the corn of the Ricarees.

At eight o'clock Major Ketchum was also ordered to the upper village with his company. Between three and four o'clock the six pounder and the troops opposed to the upper village were withdrawn, and our whole force concentrated below the lower village, and the troops ordered to form for the purpose of collecting corn for their own use, as General Ashley's men had then been destitute of provisions for two days.

* Since writing this letter, I regret to find that I have either mislaid, or, in the hurry of preparing for the last mail, enclosed the original, in place of a copy of the Ricaree treaty, to the adjutant general's office.

E. P. G.

NOTE.—The treaty referred to above was not sent to Congress with this letter.

At this time a party of Sioux and a party of Ricarees, both on horseback, were discovered holding a parley on the hill beyond the upper town. It was also discovered that the Sioux were going off, though they had given no intimation of an intention to do so. The Ricarees sent out and begged for peace. They said that the first shot from our cannon had killed the celebrated chief called "Grey Eyes," who caused all the mischief, and that we had killed a great many of their people and of their horses. They were evidently very much terrified, and completely humbled. Being convinced of this, and supposing that the Government would be better pleased to have those Indians corrected than exterminated, and as the Sioux, amounting to about seven or eight hundred warriors, had left us in a very strange and unaccountable manner, it was thought best, under all the circumstances of the case, to listen to the solicitations of the Ricarees for peace, especially as it was understood that our round shot were nearly all expended; consequently, a treaty was made with them, a copy of which is enclosed. In making this treaty, I met with every possible difficulty which it was in the power of the Missouri Fur Company to throw in my way; and as Mr. Pilcher, their acting partner, had been appointed a special sub-agent to raise the Sioux against the Ricarees, he was able to give me great trouble.

In restoring to General Ashley the property taken, it was thought that the Indians did not perform their engagements on that subject as well as they were able to do, and they were threatened with an attack. Their principal chief (the Little Soldier) came to us and begged permission to withdraw his family from the village before we attacked, and he gave us the most conclusive evidence of his friendly disposition towards us. It was now late in the afternoon of the 12th; the 10th and 11th having been spent in action, and in negotiation and interchanging visits; our men frequenting the towns, for the purpose of trading for moccasins, &c.; and the Indians manifesting every symptom of having been thoroughly brought to a sense of their interest and duty, it was concluded to postpone the attack until morning, and the troops were dismissed from parade.

It had been ascertained by me that the Indians were so much alarmed by our threatening to again attack them, that they would probably run away and leave their villages. This, it was thought, would have an unfortunate effect upon the Indians, and make them more inclined to commit depredations upon the traders; and as the Little Soldier soon after sent out for General Ashley a few more buffalo robes, with a message that he could not possibly do more, and begging that we would have pity on them, I sent him word that I would not attack them; that it was not their property that we wanted; to make his people feel safe, and conduct themselves well, and they should not be hurt.

Early on the morning of the 13th we found the Ricarees had left their towns during the night. Major Ketchum, with his company, and company E, commanded by Lieutenant Bradley and Lieutenant Morris, with one six pounder, were ordered to take possession of the towns, and to suffer not the least article to be taken away, or the towns to be injured. A message was sent to call back the Indians, if possible, and to induce them to take possession of their towns; but they could not be found. It was evident that our artillery had been served with very great effect. The towns had been completely riddled. We found thirty-one new graves, and we found that several old ones had been opened, and the surface set thick with prickly pears to conceal the new dirt. We know that ten men, who were killed by the Sioux in the skirmish on the 9th, were buried in five graves; and we know, also, that more than one were buried in several of the other graves. From the best evidence which we could collect, it is supposed that more than fifty of their people were killed, and a great number wounded. Our messengers returned on the evening of the 14th, without having been able to find the Ricarees.

On the morning of the 15th we placed the mother of the late chief, Grey Eyes, (an aged and infirm woman, whom they had left in their flight,) in one of the principal lodges of the lower village; gave her plenty of provisions and water, and left her in the quiet possession of the towns and the property left by the Indians, except some corn which had been taken for the subsistence of the men. At about ten o'clock on the morning of the 15th the troops were embarked to descend the river, and our guard withdrawn, and every soul removed from the villages, except the woman before mentioned. All the boats were got under way nearly at the same time.

Before we were out of sight of the towns, we had the mortification to discover them to be on fire. There is no doubt but they have been consumed to ashes. Nor is there any doubt but that they were set on fire by one Mc Donald, a partner, and one Gordon, a clerk of the Missouri Fur Company.

If the nation has been deprived of the advantages which might have resulted from the magnanimity of her troops towards a fallen and an humbled enemy, it is chargeable to that company, or to those individuals who set those towns on fire. Had not this been done, there is no room to doubt but that the Ricaree Indians would in future have behaved as well towards our countrymen as any other Indians on the river. It is now my deliberate opinion that those Indians will be excited to further hostilities, if in the power of the Missouri Fur Company to effect it. It is understood that this company have withdrawn their trade from above the Sioux country. Not so with Messrs. Ashley and Henry; they have a small number of men and a large amount of property at the mouth of the Yellow Stone river, and they were deeply interested in the correction and pacification of the Ricarees. Their zeal and efficiency in aiding to chastise those Indians were conspicuous and highly honorable, and could have been excelled by nothing but the zeal of the Missouri Fur Company to prevent a pacification of them, after they were chastised and humbled into the dust.

We found the Ricaree Indians in two villages; the lower one containing seventy-one dirt lodges, and the upper village seventy dirt lodges; each village was enclosed with palisades or pickets and a ditch, and the greater part of the lodges had a ditch around the bottom, on the inside. These works, however, had been represented to be much stronger than what we found them to be.

During our operations we sustained no loss in men, and had but two wounded—Hugh Johnson, of General Ashley's command, and Smith, a private of Major Ketchum's company.

Our officers and men have returned in fine health and spirits, and it is well; for those left here are nearly all sick. Captain Fowle arrived here with eighty-five men (recruits) on the 28th instant.

Our spring wheat has done well, and all our crops are very good. No material losses will be sustained by our absence. In ascending the river we lost one boat and seven men drowned, and had another boat sunk by a storm. We lost one swivel and some ammunition and some provisions; a particular account of all which shall be soon forwarded, together with a statement of every item of expense.

I have been highly gratified with the officers and men of the regiment, and also with General Ashley and his command of eighty men, and intend to do myself the honor to make a more detailed and circumstantial account of all our proceedings, and of what was done by each; and hope that what has been done will meet the approbation of our superior officers and of the Government.

I have the honor to be, very respectfully, your obedient servant,

H. LEAVENWORTH, *Colonel, commanding 6th regiment.*

No. 3.

HEAD-QUARTERS, SIXTH INFANTRY, FORT ATKINSON, *August* 29, 1823.

ORDERS.

The colonel commanding is happy to announce to his command that the objects of the late expedition against the Ricaree Indians have been effected. The blood of our countrymen has been honorably avenged, the Ricarees humbled, and in such a manner as will teach them and other Indian tribes to respect the American name and character.

In effecting these objects, the duties which have been performed by every part of the regiment, as well those left at this post as those who ascended the river, have been arduous in the extreme; but those duties have been performed with a zeal, cheerfulness, and efficiency which is highly honorable to them, and which entitles them to the approbation of their country.

Where all have done well, and all have been zealous to contribute their whole and entire power to promote the public service, it is as delicate as it is difficult to mention individual instances; but that the combination of circumstances had enabled some to perform more than others, cannot be doubted. The colonel commanding has been highly gratified with the promptness and alacrity manifested by Major Woolley and Brevet Major Ketchum in joining the expedition, and equally so with their subsequent conduct. The efficiency of Captain Armstrong's company and the energies of his men have been preserved in an eminent degree. The captain has manifested his usual skill in the management of his company, and has given every reason to place the greatest confidence in the physical strength and force of his company; in this respect he has satisfied his commanding officer.

With Captain Riley the colonel commanding has been highly pleased; he has been skillful, discreet, and successful in the management of his men, and the boat, and the public property committed to his charge; his efficiency and promptness in the execution of orders have been conspicuous, and highly honorable to him.

Doctor Gale has not only performed his duty to the entire satisfaction of the commandant, but he has done more; he has frequently volunteered his services to perform important duties, and particularly in saving the property in the large boat, when she was sunk by a severe storm at night, he effected much, and in a manner highly gratifying to all who knew the circumstances. Although Lieutenant Wickliffe had the misfortune to lose the boat which was committed to his charge, it has been evident that his zeal for the good of the public service has been equal to that of any other gentleman with the expedition.

In every situation in which Lieutenant Bradley has been placed, he has given entire satisfaction, and would, no doubt, had he been put to a more severe trial.

To the gentlemen of the staff, generally, the commandant returns his thanks. Lieutenant Cruger has performed the duties of quartermaster and assistant commissary in the most correct and acceptable manner, and, in addition, rendered important service by volunteering his services as an extra adjutant to the Missouri legion during our operations.

Lieutenant Noel, in discharging the duties of adjutant, has given the most entire satisfaction and the fullest evidence of his abilities to perform still more important service.

It has fallen to the lot of Lieutenant Morris to perform the most important duties, and he has done so in a manner which cannot be too highly commended. When our boats were lost, and much of our ammunition either lost or damaged in a great degree, we found it replaced and well prepared by the activity and attention of Lieutenant Morris, and that, too, without delaying the expedition a single hour. The Lieutenant's management and direction of the artillery would have done honor to a master of the trade.

The men who were attached to the artillery have deserved notice and the approbation of their country. They have that of the colonel commanding in a high degree, particularly Sergeants Lathrop and Perkins; the former of whom, with one of the six pounders, made very superior shots.

The colonel commanding cannot dismiss this subject without again mentioning his very great satisfaction with the gallant and honorable conduct of General Ashley and his brave and hardy little corps of mountaineers; although for several days entirely destitute of subsistence, they persevered in "noble daring," without a murmur. The colonel commanding only regrets that he can offer them nothing more substantial than his thanks.

H. LEAVENWORTH, *Colonel commanding.*

No. 4.

Colonel Leavenworth, commanding the 6th regiment, to the chiefs and warriors of the Ricaree nation of Indians, greeting:

RICAREES: HEAD-QUARTERS, MISSOURI LEGION, RICAREE TOWNS, *August* 14, 1823.

You see the pipe of peace which you gave to me in the hands of Mr. Charlennou, and the flag of the United States.

These will convince you that my heart is not bad. Your villages are in my possession; come back, and take them in peace, and you will find every thing as you left them; you shall not be hurt if you do not obstruct the roads, or molest the traders. If you do not come back, there are some bad men and bad Indians who will burn your villages. Come back, and come quickly. Be assured that what I say is the truth.

H. LEAVENWORTH, *Col. U. S. Army.*

No. 5.

General Atkinson to Major General E. P. Gaines.

HEAD-QUARTERS, RIGHT WING, WESTERN DEPARTMENT,

GENERAL: ST. LOUIS, *September* 13, 1823.

I have the honor to inform you that an express reached me this morning from Colonel Leavenworth, who returned to Council Bluffs on the 27th ultimo from his expedition against the Ricaree Indians. I send to you by express his report and the articles of a treaty made with the Ricarees. These papers contain all the official information that has come to hand.

Although the Ricarees have been severely punished, and have sued for peace, I am of opinion that they are decidedly averse to such a measure, and will no doubt on the first occasion re-commence hostilities, as their conduct subsequently to the treaty plainly shows.

The Sioux appear also to be highly displeased, owing, I understand, to Colonel Leavenworth's not prosecuting hostilities against the Ricarees till they were all exterminated, which the Sioux expected, (and were possibly prom-

ised,) with possession of the villages, scalps, horses, &c. They at any rate deserted Colonel Leavenworth at a critical moment, without giving any reason, and in a bad humor. They may not commence a war with us, yet such a course is not altogether improbable. We must at least watch them narrowly.

I have no idea that hostility will reach our frontier settlements, but I am clearly of opinion that the Missouri will be shut against us, from the Ricarees up, and possibly even by the Sioux, if an imposing military force does not visit that country the next season. Therefore, I would suggest that at least another regiment should be sent to join the 6th early in the spring, with recruits to fill both corps, with a view to detaching six or seven hundred men to ascend as far as the Yellow Stone. They may return the same season, or establish themselves above, as circumstances may dictate.

Upon the receipt of the communications from Colonel Leavenworth, I have, in conformity with your orders and the instructions of the Secretary of War, ordered the detachment of the 1st regiment to halt at Belle Fontaine, where the barracks will be repaired, and the troops quartered for the winter. Although I think their presence at the Bluffs this fall would have a good effect, yet I do not deem it indispensable, for they can arrive as early in the spring as supplies can for them, and until the arrival of which they could not move up the river. Besides, the 6th regiment is already strengthened by Captain Fowle's land detachment, and the recruits that ascend the river will also join it; making a force sufficient for the defence of the post at Council Bluffs, and to overawe the neighboring tribes. I shall, however, upon any case of emergency, be able to march with great promptness the detachment of the 1st to the upper country, where, from the product of our crops, they can be provisioned till spring.

I shall remain at this place till the return of the express from Louisville—say twelve days; when I propose, by your advice, to set out for Council Bluffs. I shall be able, by visiting that post, to acquire the best information relative to the feelings and views of the Indians, and can return to this place in December to attend to any preparations for operations in the spring that circumstances may require.

I am so deeply impressed with a conviction of an unfriendly and unsettled state of feeling among the upper tribes, that I can but repeat my opinion of the necessity of sending an imposing force into that quarter the ensuing spring.

With very great respect, sir, I have the honor to be, your most obedient servant,

H. ATKINSON, *Brig. Gen. U. S. Army.*

Maj. Gen. E. P. GAINES, *Commanding Western Department, Louisville.*

HEAD-QUARTERS, WESTERN DEPARTMENT,

LOUISVILLE, KY., *September* 21, 1823.

ORDERS.

The commanding general takes great pleasure in announcing to the troops of his department the handsome and honorable result of the late expedition, under Colonel H. Leavenworth, against the Ricaree nation of Indians.

These Indians, occupying a strong position on the Missouri river, near seven hundred miles above the Council Bluffs, with their three principal villages fortified and defended by upwards of six hundred warriors, "well armed with British fusees," having in the month of June last made an unprovoked and wanton attack on the trading company under General Ashley, in which they killed and wounded twenty-three American citizens, peaceably employed in an authorized trade; leaving their surviving associates nine hundred miles distant from the inhabited part of the United States, destitute of every prospect of timely succor, robbed of the proceeds of a year's peril, labor, and enterprise, and exposed to the horrors of famine and additional savage outrage.

Under all these untoward circumstances, the distinguished Colonel Leavenworth, then in command of Fort Atkinson, on hearing of the disaster of his countrymen, without pausing to count the numbers opposed to him, or to calculate the various obstacles that so wide a range of dreary wilderness presented, immediately embarked for the scene of action, with the disposable force of the 6th infantry, consisting of but two hundred and twenty officers and men. After a toilsome movement of forty-five days, against the rapid current of the Missouri, he arrived on the 9th ultimo before the enemy's villages, each of which he found to be enclosed with palisades and ditches. A few days prior to his arrival he was joined by General Ashley with the remnant of his party, amounting to eighty men, and by Mr. Pilcher with forty men of the trading companies, together with near six hundred Sioux, who professed to be friendly. With these volunteers, aided by his little band of regulars, Colonel Leavenworth, soon after his arrival, commenced his operations against the enemy. In approaching the villages, with the Sioux in advance, they were met by the Ricarees a short distance below their works, where a skirmish ensued, in which the enemy sustained his position and forced the Sioux back, until the regular troops, aided by General Ashley's volunteers, arrived and formed the line of battle, when the Ricarees were immediately driven into their villages. During the evening of the 9th, the boats arrived and the artillery was disembarked. On the morning of the 10th, Captain Riley, with a company acting as riflemen, and Lieutenant Bradley, with a company of infantry, were posted on a hill within one hundred yards of the upper village, where they were enabled to annoy the enemy without being exposed to his fire. At the same moment Lieutenant Morris, with one six pounder and a 5½ inch howitzer, commenced an attack on the lower town. Sergeant Perkins, with a six pounder, was ordered to co-operate with Major Vanderburgh, of the volunteers. This six pounder was placed above the upper village. At eight o'clock Major Ketchum was also ordered to the upper village. These arrangements resulted in the severe chastisement of the enemy, who, after having their palisades and houses literally *riddled*, and suffering a loss which the colonel estimates at "fifty killed and a great number wounded," they, at four o'clock in the afternoon of the 10th, begged for peace; which was granted, on condition that they would restore the whole of the property taken from the traders, and in future conduct themselves peaceably and correctly. They, however, complied but in part with their promise to restore the plundered property, and, fearing additional punishment, or desirous of obtaining succor from the neighboring tribes above them, they availed themselves of the darkness of the night of the 12th to desert their villages; nor were they again seen during the two following days in which the troops remained on the ground.

Of the regular forces under Colonel Leavenworth, he reports Sergeant Stackpole, (a brave and experienced soldier of Chippewa, Niagara, and Fort Erie,) with six privates, drowned, and one private wounded in action; of General Ashley's volunteers, Hugh Johnson was wounded.

The friendly Sioux took no part in the action of the 10th; but, to their shame and disgrace, occupied themselves during the time in plundering the enemy's corn-fields; and before the close of the action, a party of them were seen in conference with a party of the enemy. They soon after abandoned our troops, without assigning any reason for their conduct. Such auxiliaries are not to be trusted, without a regular force of superior numbers sufficient to restrain and coerce them.

The commanding general takes this occasion to tender his thanks to Colonel Leavenworth, his officers, and men, and to General Ashley and his volunteers, for the promptitude, sound discretion, skill, and gallantry with

which the expedition was conducted and executed. The officers employed on the expedition, and particularly noticed by Colonel Leavenworth, were, Major Woolley, Brevet Major Ketchum, Captains Armstrong and Riley, Doctor Gale, Lieutenants Wickliffe, Bradley, Cruger, Noel, and Morris,with Sergeants Lathrop and Perkins.

The general directs that in all cases where an enlisted soldier hereafter falls in action, is wounded, or dies in the honorable discharge of his duty, his Christian name, former place of residence, age, and general character as a soldier, shall be reported to the general by the captain or commanding officer of the company to which such soldier belongs.

By order of Major General Gaines. R. LOWNDES, *Aid-de camp.*

Major General Gaines to the Secretary of War.

SIR: HEAD-QUARTERS, WESTERN DEPARTMENT, *October* 16, 1823.

In compliance with the wishes of General Atkinson and Colonel Leavenworth, I have to request your attention to the communication of the letter enclosed herewith.

I am decidedly of the opinion that the conduct of the colonel, with that of his officers and men, was such as to merit marked applause; and that if the President of the United States should be pleased to confer any token of his approbation on either of the officers engaged in the expedition, Colonel Leavenworth himself has a well-founded claim to the first notice.

It is reported that Mr. Pilcher, agent to one of the Missouri trading companies, and at the same time sub-agent for Indian affairs, has undertaken to censure Colonel Leavenworth, upon the ground of his having made a treaty with the Ricarees before they had been properly chastised.

Upon this subject it may be remarked, that Colonel Leavenworth, by virtue of his command, and pursuant to the law of nature and of nations, had a right to decide as to the measure of punishment due to the enemy, and to dictate to him the terms of capitulation; subject, of course, to the approval or disapproval of the proper authorities above him. Nor is it to be apprehended that his Government or country will be likely to blame him for having abstained from a sanguinary measure: the victory most acceptable to an enlightened and virtuous nation is, doubtless, that which is obtained at the least expense of blood.

With great respect, I have the honor to be,

E. P. GAINES, *Major General by brevet, commanding.*

The Hon. J. C. CALHOUN, *Secretary of War.*

Colonel Leavenworth to Brigadier General Atkinson.

SIR: FORT ATKINSON, *September* 7, 1823.

I feel it to be a duty to recommend to the particular notice of the Government Captain Riley and First Lieutenant W. W. Morris, for their good conduct and efficiency during the late expedition against the Ricarees.

Captain Riley has done all that any man can do, and by his skill and good management saved much of the public property. He has performed every duty in that prompt and soldierlike manner which is so well calculated to insure success and honor to our arms, and which has greatly contributed to our success.

His conduct was also highly distinguished for gallantry and correctness during our late war with Great Britain, and undoubtedly merited the approbation of his country. It is hoped and believed that the Government will be happy to take this opportunity to do him justice, in manifesting their approbation of his good conduct, by conferring on him the brevet rank of major in their army.

The services of Lieutenant Morris were highly important, and they were performed in the best possible manner. His activity and cleverness in preparing our ammunition greatly contributed to the success of the expedition. In the management of our artillery he was extremely fortunate. His shots were made with the greatest effect and accuracy. His first shot killed the celebrated and mischievous chief of the Ricaree nation, called "Grey Eyes;" and his second shot cut down the flag of that nation, which they called their "medicine" flag, and in which they had great confidence. This had the happiest effect.

The whole of the lieutenant's conduct during the expedition was marked by the greatest skill, promptness, and efficiency; and I hope most sincerely that he may receive evidence of the approbation of his country in the brevet rank of captain in the army.

Lieutenants Bradley, Cruger, and Noel have deserved well of their country, and it would afford me great pleasure to have them also receive evidence of the approbation of the Government; but it was not their good fortune to have an opportunity to render as important services as either Captain Riley or Lieutenant Morris.

I have to request that you will be pleased to forward this communication, through the proper channel, to the honorable the Secretary of War.

Should my intermediate superiors think proper to express their approbation of the measures herein recommended, it would afford me great pleasure to have them do so.

I have the honor to be, sir, with great respect, your obedient servant,

H. LEAVENWORTH, *Colonel, commanding 6th regiment.*

To Brig. Gen. H. ATKINSON, *Commanding right wing, Western Department.*

Lieutenant Kirby to Brigadier General Atkinson.

SIR: ADJUTANT GENERAL'S OFFICE, WASHINGTON, *July* 26, 1823.

I am directed by Major General Brown to acknowledge the receipt of your letters of the 12th and 13th instant, reporting the attack of the Ricaree Indians on General Ashley's trading party, &c. These letters have been submitted to the President, and he instructs the general to express his entire approbation of the measures taken in consequence of these hostilities. This outrage is much to be regretted, but an Indian war is not expected to ensue, and the general has no doubt that Colonel Leavenworth's movement will entirely dissipate this body of misguided savages, and restore tranquillity to that frontier. Should these anticipations be disappointed, and hostilities be persevered in, he relies upon you to take such prompt and energetic measures as the nature of the case may require.

I have the honor to be, sir, with great respect, your obedient servant,

E. KIRBY, *Aid-de-camp.*

Brig. Gen. H. ATKINSON, *Commanding Western Department U. S. A., Louisville, Ky.*

Lieutenant E. Kirby to General Gaines.

SIR: ADJUTANT GENERAL'S OFFICE, WASHINGTON, *August* 25, 1823.

I am directed by Major General Brown to acknowledge the receipt of your letter of the 15th instant, reporting that you have deemed it proper to suspend your movement to Washington, &c. In reply, the general directs me to say that the measures you have taken in relation to the Indian hostilities within your department, so far as they have come to his knowledge, meet his approbation; and he submits it to yourself to fix upon the time when you will avail yourself of his orders of the 24th of July to repair to Washington.

I have the honor to be, sir, with great respect, your obedient servant,

E. KIRBY, *Aid-de-camp.*

Major General GAINES, *Comd'g Western Department, Louisville, Ky.*

General Brown to General Gaines.

SIR: PHILADELPHIA, *September* 24, 1823.

I received at New York, on my return from a tour to the North, your communication of the 24th of August, together with a letter to the adjutant general of the 1st of September, and their several enclosures.

I approve entirely of the measures which you have adopted in relation to the prosecution of hostilities with the Indians. The position which you occupy gives you a view of the whole ground, and enables you to judge better than any other person of the course necessary to be pursued. You are, I know, aware how much this species of warfare is to be deprecated, and will use every expedient to terminate it with as little delay and expense as possible.

With great respect, I am, your obedient servant,

JACOB BROWN.

Major General GAINES, *Commanding Western Department.*

Lieutenant E. Kirby to General Gaines.

SIR: ADJUTANT GENERAL'S OFFICE, WASHINGTON, *October* 10, 1823.

I have the honor to acknowledge the receipt of your communication of the 21st ultimo and its enclosures, detailing the operations of Colonel Leavenworth's party against the Ricaree Indians.

These papers have been submitted to the general-in-chief, who directs me to express to you his high satisfaction with the success of the expedition, and his approbation of the conduct of Colonel Leavenworth and his officers, to whom he desires you to convey his thanks for the zeal and activity which they have displayed upon this occasion.

The destruction of the Ricaree village is very much to be regretted, as tending to counteract the good effect of the expedition, and on many other accounts; but the general is happy to observe that neither the commanding officer nor any part of the troops of the United States is liable to censure for that occurrence, as it appears to have been the act of the agent of the Missouri Fur Company, who, he is sorry to perceive, so ill seconded the efforts of Colonel Leavenworth to bring the affair to a successful and amicable termination. He is at the same time pleased to notice the good understanding and co-operation which existed between General Ashley's party and the troops, which contributed to the successful result.

It is deemed unadvisable to take any further steps, at present, towards chastising the Blackfoot Indians for the outrages which they have committed. The general therefore directs that, if the six companies of the 1st infantry on the Missouri have not yet ascended the river, they be posted at Belle Fontaine until further orders, and that the four companies of that regiment at Baton Rouge remain where they are.

Should Colonel Chambers have proceeded to Council Bluffs, he will remain there through the winter.

I have the honor to be, &c.,

E. KIRBY, *Aid-de-camp.*

NOTE.—Your communication to the War Department of the 22d ultimo has been referred to the major general, who directs me to say the views contained in the foregoing letter have the sanction of the President.

E. KIRBY.

Major General GAINES, *Commanding Western Department, &c.*

Lieutenant E. Kirby to General Gaines.

SIR: ADJUTANT GENERAL'S OFFICE, WASHINGTON, *November* 8, 1823.

I am directed by the general-in-chief to inform you that your communication to the War Department of the 16th ultimo has been submitted to the President, who has decided that though he highly appreciates the meritorious conduct of the officers engaged in the expedition against the Ricaree Indians, yet, for various considerations, he deems it inexpedient to confer any brevets for services rendered upon that occasion.

I have the honor to be, sir, very respectfully, your obedient servant,

E. KIRBY, *Aid-de-camp.*

Major General GAINES, *Commanding Western Department, &c.*

M.

SIR: ADJUTANT GENERAL'S OFFICE, WASHINGTON, *November* 28, 1823.

Agreeably to your directions, I have the honor of handing you, herewith, an abstract of the general returns of the militia of the United States, by States and Territories, taken from the latest returns on file in this office.

I would take the liberty, at the same time, of remarking the great neglect by the adjutants general of many of the States and Territories of the act of Congress of March 2, 1803, as well as of the several communications addressed to them from this office by your authority; no returns having been received from several of the States since the year 1814.

With the greatest respect, I have, &c.

CHAS. J. NOURSE, *Acting Adjutant General.*

To the Hon. SECRETARY OF WAR.

Abstract of the general annual returns of the militia of the United States by States and Territories, taken from the latest returns received at this office.

STATES AND TERRITORIES.	Returns.		Infantry, grenadiers, light infantry, and riflemen.							Cavalry.					Artillery.					Aggregate.	
	For what year received.	Date of.	Number of divisions.	Number of brigades.	Number of regiments.	Number of companies.	Commissioned officers, including division and brigade staff.	Non-commissioned officers, musicians, and privates.	Total.	Number of regim'ts or battalions.	Number of companies.	Commissioned officers.	Non-commissioned officers, musicians, and privates.	Total.	Number of regiments.	Number of companies.	Commissioned officers.	Non-commissioned officers, musicians, and privates.	Total.		
Maine, -	1822	Dec. 20, 1822,	6	12	51	465	1,794	32,505	34,299	-	-	116	948	1,064	-	-	114	1,565	1,679	37,042	
N. Hampshire,	1823	- -	3	6	39	392	1,408	23,939	25,347	-	42	154	1,749	1,903	-	40	107	1,435	1,542	28,792	
Massachusetts,	1822	Dec. 24, 1822,	7	16	66½	632	2,482	45,933	48,415	6	46	237	1,766	2,003	4	51	229	3,032	3,261	53,908	Brigade bands 229, included in the aggregate.
Vermont, -	1822	- -	4	10	35	249	1,322	20,190	21,512	-	-	133	1,429	1,562	-	21	84	818	902	23,976	
Rhode Island,	1821	Jan. 15, 1822,	1	4	13	106	476	7,629	8,105	-	7	31	365	396	-	7	31	409	440	8,942	
Connecticut,	1822	Nov. 21, 1822,	3	7	24	275	1,021	18,545	19,566	5	20	122	900	1,022	5	35	178	1,905	2,083	22,671	
New York, -	1822	Feb. 15, 1823,	25	-	-	-	-	-	86,148	-	-	-	-	4,292	-	-	-	-	9,497	125,037	Adjutant general estimates for 9 brigades not returned, included in the aggregate, say 25,000.
New Jersey,	1821	Oct. 27, 1821,	4	13	47	449	1,684	34,474	36,158	5	38	159	1,731	1,890	1	27	79	1,441	1,520	39,568	
Pennsylvania,	1822	Jan. 13, 1823,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	154,308	No return; information by a letter from the adjutant general.
Delaware, -	-	- -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7,451	No return since 1814.
Maryland, -	-	- -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	32,189	No return since 1811.
Virginia, -	1822	Dec. 1822,	5	-	128	1,011	3,305	77,995	81,300	5	111	374	7,616	7,990	5	68	198	5,064	5,262	94,552	
N. Carolina,	1821	Jan. 2, 1822,	7	-	-	-	2,314	38,489	40,803*	-	-	121	950	1,071	-	-	-	-	-	41,874	* Of this number 219 are artillerists.
S. Carolina,	1820	- -	5	10	41	431	1,636	24,263	25,899	9	36	172	1,407	1,579	1	16	37	705	742	28,220	
Georgia, -	1819	Jan. 29, 1820,	5	10	41	223	1,691	26,811	28,512	-	13	46	877	923	-	4	11	215	226	29,661	
Alabama, -	1820	Dec. 11, 1820,	4	9	34	134	544	10,126	10,670	-	5	16	316	332	-	3	10	269	279	11,281	The adjutant general reports 16 regiments not heard from, and the militia may be estimated at 20,000.
Louisiana, -	1821	Aug. 19, 1822,	2	5	20	148	542	9,360	9,902	-	7	28	227	255	-	1	4	28	32	10,189	
Mississippi, -	-	- -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,291	No return since 1812.
Tennessee, -	1819	July 21, 1820,	2	10	-	-	2,048	33,295	35,343	-	-	87	716	803	-	-	-	-	-	36,146	
Kentucky, -	1822	Dec. 18, 1822,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	63,589	
Ohio, -	1822	April 18, 1823,	10	38	107	936	3,670	77,916	81,586	4	32	146	1,875	2,021	-	11	11	708	719	92,326	The adjutant general reports 4 brigades not heard from, which will average probably about 2,000 each, included in the aggregate.
Indiana, -	1819	Dec. 20, 1819,	5	10	24	233	911	13,656	14,567	-	5	21	267	288	-	3	12	123	135	14,990	
Illinois, -	1818	Sept. 13, 1818,	-	2	4	30	116	1,915	2,031	-	-	-	-	-	-	-	-	-	-	2,031	
Missouri, -	1822	- -	-	-	-	31	108	1,665	1,773	-	-	-	-	-	-	-	-	-	-	1,773	
Michigan T.	1822	Nov. 16, 1822,	-	1	4	22	80	1,311	1,391	-	1	2	12	14	-	2	6	92	98	1,503	
Arkansas T.	-	- -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	No return.
Florida T. -	-	- -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	No return.
D. Columbia,	-	- -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,252	No return since 1812.

ADJUTANT GENERAL'S OFFICE, WASHINGTON, *November* 28, 1823.

CHAS. J. NOURSE, *Acting Adjutant General.*

18th Congress.] No. 248. [1st Session.

CONTRACTS MADE SINCE JANUARY 1, 1820, FOR CANNON, CANNON SHOT, MUSKETS, AND OTHER SMALL ARMS.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, JANUARY 6, 1824.

To the House of Representatives of the United States: WASHINGTON, *January* 5, 1824.

In compliance with a resolution of the House of Representatives of the 18th of December last, requesting copies of contracts for cannon, cannon shot, muskets, and other small arms, which have been entered into since the 1st of January, 1820, and for other detailed information therein specified, I herewith transmit a report, with accompanying documents, from the Department of War.

JAMES MONROE.

SIR: DEPARTMENT OF WAR, *December* 31, 1823.

In compliance with a resolution of the House of Representatives of the 18th instant, "that the President of the United States be requested to communicate to this House copies of all contracts for cannon, cannon shot, muskets, and other small arms, for the use of the United States, which have been entered into since the 1st of January, 1820; and that he state whether notice for proposals was given for each contract in any newspaper; if so, in what paper, and how long before the contract was concluded; who are the persons with whom such contracts were made, and whether there are any other persons beneficially interested therein; if so, who they are, and in what cases, so far as he may be informed;" I have the honor to transmit a report and documents from the Ordnance Department, which furnish the information required.

I have the honor to be, your obedient servant,

J. C. CALHOUN.

The PRESIDENT OF THE UNITED STATES.

SIR: ORDNANCE DEPARTMENT, *December* 31, 1823.

In compliance with the resolution of the House of Representatives of the 18th instant, I have the honor to state, that no contracts for cannon or small arms, other than renewals of old contracts, have been made through this department since the 1st of January, 1820. Since that date the following renewals have taken place, viz:

McClurgs & McKnight, for cannon, entered into 3d February, 1821.
Henry Deringer, for rifles, entered into 3d April, 1821.
M. T. Wickham, for muskets, entered into 19th July, 1822.
Eli Whitney, for muskets, entered into 1st August, 1822.
Eli Whitney, for muskets, entered into 15th August, 1822.
Lemuel Pomeroy, for muskets, entered into 17th May, 1823.
Henry Deringer, for rifles, entered into 28th August, 1823.
Asa Waters, for muskets, entered into 16th October, 1823.
M. T. Wickham, for muskets, entered into 6th December, 1823.
Nathan Starr, for rifles, entered into 9th December, 1823.
R. & J. D. Johnson, for rifles, entered into 10th December, 1823.
Simeon North, for rifles, entered into 10th December, 1823.

Copies of these renewed agreements are herewith communicated.

It may be proper to remark, that the contract with Alexander McRae, of Virginia, made on the 28th of July, 1817, under the direction of the acting Secretary of War, George Graham, has been, with the consent of the department, transferred to John Rogers and Brooke Evans, of Pennsylvania. The contractor having failed to deliver arms, according to the terms of his contract, a suit was instituted against him and his sureties, in July, 1820. Pending the suit, he made a proposition to transfer his interest to the parties mentioned, who offered to fulfil the contract, according to its original terms, and without loss to the Government.

The solvency of the contractor and his sureties being considered doubtful, and the parties who offered to substitute themselves for him being already extensively engaged in manufactories, they were considered entirely competent to fulfil the contracts. The transfer was therefore assented to on the part of Government, and the suit was suspended, but without releasing the contractor and his sureties from their obligations. A copy of the agreement, transferring this contract, is communicated herewith.

Under this agreement, five thousand seven hundred and thirty muskets, of approved quality, have been delivered; and no doubt is entertained of its being satisfactorily fulfilled within a short period.

Notice for proposals has not been given in the newspapers for these contracts, as they were all renewals of former contracts, made with persons who were at the time engaged in the business of manufacturing arms for the United States, and who have been thus engaged for many years past, some of them since the year 1798. It has been the general practice to renew the contracts for small arms in all cases where the former contract had been satisfactorily executed, provided the terms offered were as favorable as could be obtained from other persons. Assurances to this effect were given when the first contracts were entered into, and they doubtless formed strong inducements to the contractors to embark in the business. Without such inducements, contracts upon reasonable terms could not have been obtained; because the United States were the only customers the contractors could have, and mere temporary engagements would not indemnify the expenses of providing the requisite machinery and tools, amounting, generally, to twenty or thirty thousand dollars, and which, for any other purpose, would be useless.

Much difficulty was experienced in establishing the manufacture of small arms. In 1798, when the first attempt was made, there were but few persons in the country acquainted with the business; and but one of those (Mr. Whitney, of Connecticut,) who embarked in it succeeded; all the rest were either ruined by the attempt, or found the business so unprofitable and hazardous as to induce them to relinquish it. In 1808, after the passage of the law making a permanent appropriation, a renewed attempt was made, and many of the contractors who were then engaged in the business have also failed. The steady support and patronage given by the Government since that time to the contractors, whose skill, perseverance, and capital saved them from an early failure, has resulted in

the firm establishment of several manufactories of arms, and preserved to the country establishments of great importance to its security and defence.

These manufactories are now so well established, that their annual product could, in a short time, be doubled, should the exigencies of the country require it.

In renewing the contracts, the prices have been regulated by the cost of the arms at the national armories. Within the last five years, the contract price of muskets has been reduced from fourteen to twelve dollars; rifles, from seventeen to fourteen dollars and fifty cents; and cavalry sabres, from eight to five dollars each. And the arms now manufactured are nearly equal in quality to those made at the national armories, and greatly superior to those formerly made under contracts.

All the agreements recently entered into refer to established regulations for the inspection of arms; which, therefore, virtually become a part of them. It is considered proper, therefore, to annex a copy of them to the agreements herewith communicated.

With respect to the contract for cannon, it may be proper to remark, that it was made with persons, who had constructed works for the fabrication of cannon under contracts made during the late war; and that the supply was required to meet the demands of the western States for artillery, under the act for arming the militia.

This cannon foundry is the only one which has been established in the western country; and as the supply required was so limited, no adequate inducement could be offered to other persons to establish a foundry for the purpose. It may be proper to add, that, if contracts for ordnance should be authorized upon a scale adequate to the supply of the permanent fortifications, there is no doubt but that more favorable terms can be obtained, under an assurance of continued employment for a term of years.

In answer to that part of the resolution which requires it to be stated "who are the persons with whom such contracts were made, and whether there are any other persons beneficially interested therein," I have the honor to state that all the contracts herewith communicated were made with the persons whose names are affixed to them, and that it is not known to this department that any other persons are in any manner interested therein.

I have the honor to be, sir, very respectfully, your obedient servant,

GEO. BOMFORD, *Lieut. Col. on ordnance duty.*

Whereas, by articles of agreement made and concluded on the 6th day of January, 1821, by and between Alexander McRae, of the city of Richmond, and State of Virginia, of the one part, and John Rogers, of the city of Philadelphia, and State of Pennsylvania, of the other part, the said John Rogers hath, for certain causes and considerations therein specified, covenanted and agreed, for himself and his legal representatives, with the said McRae and his legal representatives, well and truly to perform and to carry into full effect, upon the part of the said Alexander McRae, the agreement or contract heretofore, to wit, on the 28th day of July, 1817, entered into between the United States, (through the agency of George Bomford, lieutenant colonel of ordnance,) of the one part, and the said Alexander McRae, of the other part, by which said agreement or contract the said Alexander McRae was to manufacture and to deliver to the United States ten thousand stands of arms, (muskets, bayonets, and ramrods, complete,) as in the said agreement particularly described, for the sum or price of fourteen dollars per stand, whereof two dollars and fifty cents per stand have been advanced by the United States to the said McRae; so that, upon manufacturing and delivering the said arms, there will remain due and payable, as in the said contract between the United States and the said McRae is more particularly set forth, the sum of eleven dollars and fifty cents per stand only; which sum the said Alexander McRae, as evidenced by his being a party to these presents, hath requested and authorized to be paid to the said Rogers, as from time to time he may be entitled to the same, by manufacturing and delivering the arms aforesaid, in conformity to the said McRae's contract with the United States, or by delivering the same at the city of Philadelphia, as is hereinafter mentioned:

And whereas the said McRae hath requested, and the said United States, with the consent of the honorable the Secretary of War, and through the agency of the said Lieutenant Colonel George Bomford, have consented to accept an assignment of the said articles of agreement between the said Alexander McRae and the said John Rogers, as a collateral security, but not to impair the force of any obligation or contract heretofore entered into by the said McRae with the United States, for the fulfilment of the said McRae's contract with the United States; which said articles of agreement between the said Alexander McRae and the said John Rogers the said McRae hath accordingly assigned, and by these presents doth assign and transfer, to the United States, with full power and authority, in the event of the said Rogers failing to perform the same, to institute an action on the same for the benefit of the said United States, in the name of the said McRae, or in any other manner which may be deemed more proper, for the purpose of indemnifying the United States for any damage they may sustain by reason of the non-performance of the said agreement, and the consequent violation of the said McRae's contract with the United States; to which said assignment, so made, the said John Rogers hath assented, and doth hereby assent: and the said John Rogers having contracted, for a consideration good and valuable in law, with Brooke Evans, of the said city of Philadelphia, to unite with him in the performance of the said agreement with the said Alexander McRae, and the said Brooke Evans now consenting, in consideration of the premises, and for the consideration hereinafter mentioned, to unite with the said John Rogers in an agreement with the United States, to fulfil the said Rogers's contract, as the same hath been entered into with the said Alexander McRae, except as is hereinafter excepted, therefore the said John Rogers and Brooke Evans do hereby, for themselves and their legal representatives, with the consent of the honorable the Secretary of War, and through the agency of the said Lieutenant Colonel George Bomford, covenant and agree to and with the United States that they will manufacture and deliver to the United States the said ten thousand stands of arms, agreeably to the covenants contained in the articles of agreement aforesaid between the said John Rogers and the said Alexander McRae as aforesaid, save only that the said John Rogers and Brooke Evans, instead of delivering the said arms as stipulated in the said contract between the United States and Alexander McRae aforesaid, shall deliver the same in the city of Philadelphia; and, upon the making and delivery of the said arms in the said city, it is hereby understood and agreed, that payments shall be made to the said John Rogers of eleven dollars and fifty cents per stand, by the United States, for every stand of arms so manufactured and delivered, excepting only that there shall be a deduction from the said eleven dollars and fifty cents per stand of so much as it would reasonably cost to transport each stand of arms as aforesaid from the said city of Philadelphia to the United States' arsenal on James river, near the city of Richmond aforesaid; which reasonable cost or freight shall be ascertained and fixed agreeably to the opinion thereof, which shall, upon strict and proper inquiry, be formed by the quartermaster general of the United States.

It is distinctly understood that the said arms are to be inspected, proved, and put up in boxes, in the manner and at the cost of the United States, as specified in the said contract entered into between the United States and the said McRae.

It is further understood and agreed upon, between all the parties aforesaid, that this agreement, nor any part thereof, is not in any manner to discharge or impair any contract or obligation heretofore entered into by the said Alexander McRae, to manufacture and deliver the said ten thousand stands of arms, unless the agreement aforesaid of the said John Rogers and Brooke Evans be carried into full effect; but, in case of the full and faithful execution of their said agreement by the said John Rogers and Brooke Evans, then, and in that case, the said agreement between the said Alexander McRae and the United States shall be regarded as fully performed and discharged upon the part of the said McRae.

In testimony whereof, the parties to these presents have interchangeably signed their names, and affixed their seals, this 21st day of March, 1821.

ALEX. McRAE,
JOHN ROGERS,
BROOKE EVANS.

Witness present as to the signature of A. McRae and J. Rogers,
JAMES T. ALEXANDER.

Witness present as to A. McRae, John Rogers, and B. Evans,
W. RIDDALL.

This agreement, made this 3d day of February, A. D. 1821, between Lieutenant Colonel George Bomford, in the ordnance service of the United States, with the consent and approbation of the Hon. John C. Calhoun, Secretary of War, of the one part, and Alexander McClurg, James McClurg, and William McKnight, of Pittsburg, of the State of Pennsylvania, of the other part, witnesseth:

That the said McClurgs and McKnight do engage to fabricate and deliver to the United States, under an act of Congress for arming and equipping the militia, within two years from this date, one hundred light six pounder cannon and thirty twenty-four pounder howitzers, at the following rates or prices, viz: light six pounders at eighty dollars each; and howitzers in the same proportion, according to the weights thereof: the drawings, patterns, and dimensions of the different guns to be furnished by the United States' Ordnance Department.

It is agreed that the cannon herein mentioned shall be inspected, and proved, and delivered at the United States' arsenal near Pittsburg, conformably to such regulations as have been, or may hereafter be, established by the Ordnance Department: the payment for said cannon to be made to the parties contracting, upon certificates being received at the Ordnance Office of such inspection, proof, and delivery.

In witness whereof, the parties have hereunto set their hands, and affixed their seals, the day and year before written.

GEORGE BOMFORD, *Lieut. Col. of ordnance.*
McCLURGS & McKNIGHT, by
WILLIAM McKNIGHT.

Witnesses,
JOHN MORTON,
J. T. ALEXANDER.

This agreement, made this 3d day of April, 1821, between Lieutenant Colonel George Bomford, of ordnance, in the service of the United States, acting by the direction of the Hon. John C. Calhoun, Secretary of War, and Henry Deringer, of Philadelphia, witnesseth:

1st. That the said Henry Deringer covenants and agrees to manufacture, for the service of the United States, and to deliver at the arsenal of the United States, in the neighborhood of Philadelphia, two thousand rifles, of a quality and workmanship in all their parts equal to a standard pattern deposited in the Ordnance Office.

2d. It is agreed that the said rifles shall be proved and inspected by an officer to be appointed by the Ordnance Department, in parcels of five hundred at a time, or thereabouts; and that the expense of proving and inspecting the arms shall be defrayed by the United States: the inspection to be made at or in the neighborhood of Philadelphia.

3d. It is agreed that the price of the said rifles shall be fifteen dollars and fifty cents each, including bullet mould, charger, wiper, and ball screw, payable after delivery of each parcel, on a proper certificate of inspection.

4th. It is agreed that the rifles so to be delivered shall be securely packed in good and sufficient cases for transportation, each case being made to contain twenty rifles; a reasonable price to be allowed the said Henry Deringer for the expense of the cases.

5th. It is agreed that a period of two years, from and after the fulfilment of his former contract, dated the 23d day of July, 1819, shall be allowed to the said Henry Deringer for the completion of the work.

In witness whereof, the parties have hereunto set their hands and seals, the day and year first above written.

GEORGE BOMFORD, *Lieut. Col. of ordnance.*
HENRY DERINGER.

Sealed and delivered, in presence of
T. G. RINGGOLD,
WILLIAM RIDDALL.

This agreement, made this 19th day of July, 1822, between George Bomford, lieutenant colonel of artillery, on ordnance duty, in the service of the United States, acting with the consent and under the direction of the Hon. John C. Calhoun, Secretary of War, of the one part, and Marine T. Wickham, of Philadelphia, in the State of Pennsylvania, of the other part, witnesseth:

1st. That the said Marine T. Wickham shall manufacture and deliver, for the military service of the United States, five thousand stands of arms, with bayonets and ramrods complete, at the rate of two thousand stands in each year, for two and a half years, commencing with the 1st day of January in the year 1822. The arms to be manufactured shall, in all their parts, conform, in model, size, and form, to the pattern or standard musket to be furnished by the Ordnance Department; and shall be equal in workmanship and quality, in every respect, to the arms made at the national armories during the same period.

2d. It is agreed that the arms shall be proved and inspected by an officer or person appointed by the Ordnance Department for that purpose, and in the manner prescribed by the regulations which are, or may be, established by the Ordnance Department. It is understood, however, that no methods of proof or inspection more rigorous than those established for and practised at the national armories of the United States shall at any time be established The arms are to be proved and inspected at or near Philadelphia, and in parcels consisting each of not less than two hundred and fifty stands; the expense of proof and inspection to be defrayed by the United States.

3d. It is further agreed that the price of the arms to be manufactured shall be as follows, viz: for each musket complete, including bayonet, ramrod, and flint, including also the proportion of screw drivers, wipers, ball screws, and spring vices, stated in the fourth article of this agreement, the price shall be twelve dollars; subject, however, to the following proviso; that if, during the period prescribed for the existence of this agreement, there be any new agreement made by the Ordnance Department for the manufacture of arms, in which the price for similar arms shall be greater or less than the price stipulated in this article, then the price herein stipulated shall be so modified as to conform and be equal to the price stipulated in such new agreement. The new price, if lower than is herein stipulated, shall not take effect upon any arms delivered under this agreement, within four months from and after the commencement of the new agreement, nor until at least five hundred stands complete shall have been delivered under the latter, nor until four months' previous notice shall have been given of the change; but, if the new price be higher, it shall take effect upon the first delivery under the new agreement. In order, however, that persons in all parts of the United States may participate in the manufacture of arms upon equal terms, it is understood and agreed, that if the United States shall make an agreement for the manufacture of arms at any place south or west of the place where arms are now mannfactured under contract for the United States, an additional allowance, equal to the cost of transporting arms from the latter to the former place, may be made in such agreement, without thereby augmenting the allowances stipulated in this agreement.

4th. It is agreed that the said Marine T. Wickham shall cause the said arms to be safely and properly packed for transportation, in good and sufficient boxes, and in the manner which is or may be prescribed by the regulations of the Ordnance Department, and practised at the national armories; each box to contain twenty muskets complete, twenty screw drivers, twenty wipers, two ball screws, and two spring vices; and the said arms, when so packed, shall be delivered at the United States' arsenal at Frankford, Pennsylvania. A reasonable price is to be allowed by the United States to the said M. T. Wickham, for the packing boxes, and for transporting the arms to the arsenal. The cost of the boxes to be ascertained and certified by the inspector, and the cost of transportation by the receiving officer.

5th. It is agreed that no advances of money shall be required or made; and the arms manufactured and delivered under this agreement shall be paid for on delivery of each parcel, consisting of not less than two hundred and fifty stands complete, at the price stipulated in the third article, and to the full amount of the parcel delivered, not exceeding in any one year the number specified in the first article. The vouchers upon which payment will be made will be, a certificate of the person appointed to inspect the arms, and a receipt of the person to whom they were delivered for the service of the United States.

6th. It is agreed that, if the United States shall alter or modify the pattern or model musket, or establish a model or pattern, at the national armories, differing in any respect from that upon which this agreement is founded, then the arms to be thereafter manufactured under this agreement shall be made conformable thereto, if it be required by the Ordnance Department: provided, however, that the said Marine T. Wickham shall be allowed a reasonable compensation for any extra expense occasioned by such alteration; and provided, also, that the amount of such compensation shall be agreed upon and established before any alteration is made.

No deviations from the established pattern will at any time be made, unless expressly directed, in writing, by the Ordnance Department.

7th. It is agreed that the United States possess and reserve the right to declare this agreement null and void, whenever the said M. T. Wickham shall fail to deliver, in any one year, the number of arms stipulated in the first article.

8th. It is expressly conditioned that no member of Congress is, or shall be, admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon.

In witness whereof, the parties aforesaid have hereunto set their hands, and affixed their seals, the day and year first above written.

Witness to the signature of
JOHN MORTON.

GEORGE BOMFORD, *Lt. Col. on ordnance duty.*

Witness to the signature of
M. THOMAS, Jun.

MARINE T. WICKHAM.

APPENDIX.

As it has not been customary, heretofore, for contractors to furnish the additional articles enumerated in the fourth article of the foregoing agreement, viz: screw drivers, wipers, ball screws, and spring vices; and as they were not included in the estimate and proposals of the contractor, at the time he offered to manufacture muskets for twelve dollars each, it has been agreed, and was so understood by the parties at the time of signing the aforesaid agreement, that when the United States shall require the contractor to furnish said additional articles, an additional allowance, equal to the cost of the articles, shall be made.

GEORGE BOMFORD, *Lt. Col. on ordnance duty.*

It is agreed, by the respective parties to this contract, [referring to a contract made the 18th July, 1812,] viz: by Lieutenant Colonel George Bomford, acting with the consent and under the direction of the honorable J. C. Calhoun, Secretary of War, of the one part, and the said Eli Whitney on the other part, that the terms of this contract shall be extended to the receipt of the additional number of three thousand muskets; that for two thousand of the said three thousand muskets, the said Whitney shall be entitled to receive thirteen dollars each, agreeably to an arrangement entered into in July, 1821, which provided that said arrangement should be conclusive, on condition that the States of New York and Connecticut, or either of them, should consent to receive the same as part of their quota, under the law of 1808; and for the remaining one thousand muskets, he shall be entitled only to receive twelve dollars each, that being the present contract price: provided the said Whitney shall deliver the said three thousand muskets within eighteen months from the date hereof; and provided, also, that said Whitney shall procure the approbation and consent of his original sureties to his extension of this contract.

Signed, sealed, and delivered, this 1st day of August, in the year 1822.

ELI WHITNEY,
GEORGE BOMFORD, *Lt. Col. on ordnance duty.*

Witness present,
JOHN MORTON.

This agreement, made this 15th day of August, 1822, between George Bomford, lieutenant colonel of artillery, on ordnance duty, in the service of the United States, acting with the consent and under the direction of the Honorable John C. Calhoun, Secretary of War, of the one part, and Eli Whitney, of New Haven, in the State of Connecticut, of the other part, witnesseth:

1st. That the said Eli Whitney, on his part, hath agreed, and doth hereby covenant and engage, to manufacture and deliver, for the service of the United States, fifteen thousand muskets, with bayonets, ramrods, and flints complete, and that the same shall be delivered in parcels of five hundred each, and at the rate of three thousand in each year, for five years, commencing with the 1st January, 1824; it being, however, understood, that if the said Whitney shall fail to deliver the whole of said three thousand in any one year, he shall be allowed to make up the deficiency in the next succeeding year, to an extent not exceeding six hundred. It is also agreed that the said Whitney shall be furnished by the Ordnance Department with a perfect model or standard musket, such as is used for a pattern at the United States' armories, and a box of muskets manufactured at the United States' armory at Springfield, as standards of reference in relation to the execution of this contract; and that the said fifteen thousand muskets shall, in all their parts, conform, as nearly in model, size, and form, and be as nearly equal in workmanship and quality, in every respect, to the said perfect model, as the muskets contained in the said box, so to be furnished, are to the same.

2d. It is agreed that the said muskets shall be proved and inspected at said Whitney's manufactory, near said New Haven, by an officer or person appointed by the Ordnance Department for that purpose; and that the said muskets shall be subjected to and sustain the same rigor of proof to which muskets now manufactured at the national armory at Springfield are subjected; the expense of proving and inspecting to be paid by the United States.

3d. It is further agreed that the said Whitney shall cause the said muskets to be safely and properly packed for transportation, in good and sufficient boxes, in the manner which is, or may be, prescribed by the Ordnance Department, and practised at the national armories; each box to contain twenty muskets, twenty screw drivers, twenty wipers, two ball screws, and two spring vices; and, when so packed, he shall cause the said muskets to be delivered in the city of New Haven, to such person as shall be appointed to receive the same; and that the said Whitney shall be allowed by the United States a reasonable price for the screw drivers, wipers, ball screws, spring vices, packing boxes, and transportation of the arms to the place aforesaid.

4th. It is agreed, and the said George Bomford, in the capacity and acting with the consent and under the direction aforesaid, doth hereby engage, that the United States shall pay to the said Whitney twelve dollars for each of said muskets complete. It is, however, provided, that when the actual cost of manufacturing muskets at the public armories shall be satisfactorily ascertained, then the said Whitney shall be entitled to receive from the United States, for each of the said fifteen thousand muskets, the same sum to which the actual average cost of manufacturing a musket in the two armories of the United States shall amount, in lieu of the twelve dollars aforesaid; said average cost to be ascertained within one year from the date hereof. It being fully understood by the respective parties to this agreement, that the interest on the entire capital employed at the armories, insurance against all risks, with the addition of such further per centage for wear and decay, as shall be sufficient to preserve said capital unimpaired, shall be charged as making a part of the cost of manufacturing arms at the United States' armories.

5th. It is agreed that the amount of each parcel of five hundred muskets, with the screw drivers, boxes, &c. shall be paid to said Whitney at the time of his delivering the same, as aforesaid.

6th. It is agreed that, if the United States shall alter or modify the pattern or model musket, or establish a model or pattern at the national armories differing, in any respect, from that upon which this agreement is founded, then the arms to be thereafter manufactured under this agreement shall be made conformable thereto, if it be required by the Ordnance Deprrtment: provided, however, that the said Whitney shall be allowed a reasonable compensation for any extra expense occasioned by such alteration; and provided, also, that the amount of such compensation shall be agreed upon and established before any alteration is made. No deviations from the established pattern will at any time be made, unless expressly directed, in writing, by the Ordnance Department.

7th. It is agreed that the United States shall possess the right to declare this agreement null and void, whenever the said Whitney shall fail to deliver four-fifths of the number of arms, as herein stipulated.

8th. It is expressly conditioned that no member of Congress is, or shall be, admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon.

In witness whereof, the parties aforesaid have hereunto set their hands and affixed their seals, the day and year first above written.

ELI WHITNEY,
GEORGE BOMFORD, *Lieut. Col. on ordnance duty.*

Witness present,
W. WADE.

This agreement, made this 17th day of May, 1823, between George Bomford, lieutenant colonel of artillery, on ordnance duty, in the service of the United States, acting with the consent and under the direction of the Honorable John C. Calhoun, Secretary of War, of the one part, and Lemuel Pomeroy, of Pittsfield, in the State of Massachusetts, of the other part, witnesseth:

1st. That the said Lemuel Pomeroy shall manufacture and deliver, for the military service of the United States, ten thousand stands of arms, with bayonets and ramrods complete, at the rate of two thousand in each year, for five years, commencing with the 1st day of July, 1823; the arms to be manufactured shall, in all their parts, conform in model, size, and form, to the pattern or standard musket, to be furnished by the Ordnance Department, and shall be equal in workmanship and quality, in every respect, to the arms made at the national armories during the same period.

2d. It is agreed that the arms shall be proved and inspected by an officer or person appointed by the Ordnance Department for that purpose, and in the manner prescribed by the regulations which are or may be established by the Ordnance Department. It is understood, however, that no methods of proof or inspection more rigorous than those established for and practised at the national armories of the United States shall at any time be established. The arms are to be proved and inspected at or near Pittsfield, and in parcels consisting each of not less than two hundred and fifty stands; the expense of proof and inspection to be defrayed by the United States.

3d. It is further agreed that the price of the arms to be manufactured shall be as follows, viz: For each musket complete, including bayonet, ramrod, and flint, including also the proportion of screw drivers, wipers, ball screws, and spring vices, stated in the fourth article of this agreement, the price shall be twelve dollars and twenty-five cents; subject, however, to the following proviso: That if, during the period prescribed for the existence of this

agreement, there be any new agreement made by the Ordnance Department for the manufacture of arms, in which the price for similar arms shall be greater or less than the price stipulated in this article, then the price herein stipulated shall be so modified as to conform and be equal to the price stipulated in such new agreement. The new price, if lower than is herein stipulated, shall not take effect upon any arms delivered under this agreement within four months from and after the commencement of the new agreement; nor until at least five hundred stands complete shall have been delivered under the latter; nor until four months' previous notice shall have been given of the change: but, if the new price be higher, it shall take effect upon the first delivery under the new agreement. In order, however, that persons in all parts of the United States may participate in the manufacture of arms upon equal terms, it is understood and agreed, that if the United States shall make an agreement for the manufacture of arms at any place south or west of the place where arms are now manufactured under contract for the United States, an additional allowance, equal to the cost of transporting arms from the latter to the former place, may be made in such agreement, without thereby augmenting the allowances stipulated in this agreement.

4th. It is agreed that the said Lemuel Pomeroy shall cause the said arms to be safely and properly packed for transportation, in good and sufficient boxes, and in the manner which is or may be prescribed by the regulations of the Ordnance Department, and practised at the national armories; each box to contain twenty muskets complete, twenty screw drivers, twenty wipers, two ball screws, and two spring vices; and the said arms, when so packed, shall be delivered at the United States' arsenal at Watervliet, New York. A reasonable price is to be allowed by the United States to the said Lemuel Pomeroy for the packing boxes, and for transporting the arms to the arsenal; the cost of the boxes to be ascertained and certified by the inspector, and the cost of transportation by the receiving officer.

5th. It is agreed that no advances of money shall be required or made, and that the arms manufactured and delivered under this agreement shall be paid for on the delivery of each parcel, consisting of not less than two hundred and fifty stands complete, at the price stipulated in the third article, and to the full amount of the parcel delivered, not exceeding, in any one year, the number specified in the first article. The vouchers upon which payment will be made will be, a certificate of the person appointed to inspect the arms, and the receipt of the person to whom they were delivered for the service of the United States.

6th. It is agreed that if the United States shall alter or modify the pattern or model musket, or establish a model or pattern at the national armories differing in any respect from that upon which this agreement is founded, then the arms to be thereafter manufactured under this agreement shall be made conformable thereto, if it be required by the Ordnance Department: provided, however, that the said Lemuel Pomeroy shall be allowed a reasonable compensation for any extra expense occasioned by such alteration; and provided, also, that the amount of such compensation shall be agreed upon and established before any alteration is made. No deviations from the established pattern will at any time be made, unless expressly directed in writing by the Ordnance Department.

7th. It is agreed that the United States possess and reserve the right to declare this agreement null and void, whenever the said L. Pomeroy shall fail to deliver, in any one year, the number of arms stipulated in the first article.

8th. It is expressly conditioned that no member of Congress is, or shall be, admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon.

In witness whereof, the parties aforesaid have hereunto set their hands, and affixed their seals, the day and year first above written.

Witness present to the signature of W. WADE. — GEO. BOMFORD, *Lieut. Col. on ordnance duty.*

Witness present to the signature of JAS. WARRINER. — L. POMEROY.

Memorandum of prices in detail, viz:

For muskets complete, each	$12 00
Screw drivers, each	7
Wipers, each	13
Ball screws, each 15 cents, one-tenth of which is	1½
Spring vices, each 35 cents, one-tenth of which is	3½
	$12 25

This agreement, made this 28th day of August, 1823, between George Bomford, lieutenant colonel of artillery, on ordnance duty, in the service of the United States, acting with the consent and under the direction of the Hon. John C. Calhoun, Secretary of War, of the one part, and Henry Deringer, of Philadelphia, of the other part, witnesseth:

1st. That the said Henry Deringer shall manufacture and deliver, for the military service of the United States, three thousand rifles complete, at the rate of six hundred in each year, for five years, commencing with the 1st day of January, 1824. The rifles to be manufactured shall, in all their parts, conform in model, size, and form, to the pattern or standard model furnished by the Ordnance Department, and shall be equal in workmanship and quality, in every respect, to the arms made at the national armories during the same period.

2d. It is agreed that the rifles shall be proved and inspected by an officer or person appointed by the Ordnance Department for that purpose, and in the manner prescribed by the regulations which are or may be established by the Ordnance Department. It is understood, however, that no methods of proof and inspection more rigorous than those established for and practised at the national armories of the United States shall at any time be established. The rifles are to be proved and inspected at or near Philadelphia, and in parcels consisting each of not less than two hundred; the expense of proof and inspection to be defrayed by the United States.

3d. It is further agreed that the price of said rifles shall be as follows, viz: for each rifle complete, including ramrod and flint, including also the proportion of bullet moulds, screw drivers, wipers, ball screws, spring vices, and flint caps, stated in the fourth article of this agreement, the price shall be fourteen dollars and fifty cents; subject, however, to the following proviso: that if, during the period prescribed for the existence of this agreement, the cost of arms at the national armories shall be increased or diminished, by the rise or fall of materials or labor, to an amount equal to fifty cents on each stand of arms made, then the price herein stipulated shall be increased or diminished in an equal amount. The new price, if it be lower than is herein stipulated, shall not take effect upon any

rifles delivered under this agreement, within three months from and after the time when such reduction shall have been satisfactorily ascertained, nor until three months' previous notice thereof shall have been given; but, if the new price be higher, it shall take effect upon the first parcel of rifles delivered, after the increased price has been ascertained and determined.

4th. It is agreed that the said Henry Deringer shall cause the said rifles to be safely and properly packed for transportation in good and sufficient boxes, and in the manner which is or may be prescribed by the regulations of the Ordnance Department, and practised at the national armories; each box to contain twenty rifles, with flints and flint-caps complete, two bullet moulds, twenty screw drivers, twenty wipers, two ball screws, two spring vices, and twenty spare lead flint-caps; and the said rifles, when so packed, shall be delivered at the United States' arsenal near Frankford, Pennsylvania. A reasonable price is to be allowed by the United States to the said Henry Deringer for the packing boxes, and for transporting the arms to the arsenal; the cost of the boxes to be ascertained and certified by the inspector, and the cost of transportation by the receiving officer.

5th. It is agreed that no advances of money shall be required or made, and that the rifles manufactured and delivered under this agreement shall be paid for on the delivery of each parcel, consisting of not less than two hundred complete, at the price stipulated in the third article, and to the full amount of the parcel delivered; not exceeding, in any one year, the number specified in the first article. The vouchers upon which payment will be made will be, a certificate of the person appointed to inspect the rifles, and the receipt of the person to whom they were delivered for the service of the United States.

6th. It is agreed, that if the United States shall alter or modify the pattern or model rifle, or establish a model or pattern at the national armories differing in any respect from that upon which this agreement is founded, then the rifles to be thereafter manufactured under this agreement shall be made conformable thereto, if it be required by the Ordnance Department: Provided, however, that the said Henry Deringer shall be allowed a reasonable compensation for any extra expense occasioned by such alteration; and provided, also, that the amount of such compensation shall be agreed upon and established before any alteration is made.

No deviations from the established pattern will at any time be made, unless expressly directed, in writing, by the Ordnance Department.

7th. It is agreed that the United States possess and reserve the right to declare this agreement null and void, whenever the said Henry Deringer shall fail to deliver, in any one year, the number of rifles stipulated in the first article.

8th. It is expressly conditioned that no member of Congress is, or shall be, admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon.

In witness whereof, the parties aforesaid have hereunto set their hands, and affixed their seals, the day and year first above written.

Witness present to the signature of
JOHN H. DERINGER.
To the signature of
W. WADE.

HENRY DERINGER.

GEO. BOMFORD,
Lieutenant Colonel on ordnance duty.

This agreement, made this 16th day of October, 1823, between George Bomford, lieutenant colonel of artillery, on ordnance duty, in the service of the United States, acting with the consent and under the direction of the Hon. John C. Calhoun, Secretary of War, of the one part, and Asa Waters, of Millbury, in the State of Massachusetts, of the other part, witnesseth:

1st. That the said Asa Waters shall manufacture and deliver, for the military service of the United States, ten thousand muskets, with bayonets and ramrods complete, at the rate of two thousand in each year, for five years, commencing with the 1st day of January, 1825. The muskets to be manufactured shall, in all their parts, conform, in model, size, and form, to the pattern or standard model furnished by the Ordnance Department, and shall be equal in workmanship and quality, in every respect, to the arms made at the national armories during the same period.

2d. It is agreed that the said muskets shall be proved and inspected by an officer or person appointed by the Ordnance Department for that purpose, and in the manner prescribed by the regulations which are, or may be, established by the Ordnance Department. It is understood, however, that no methods of proof or inspection more rigorous than those established for, and practised at, the national armories of the United States, shall at any time be established. The muskets are to be proved and inspected at Millbury, and in parcels consisting each of not less than two hundred and fifty stands; the expense of proof and inspection to be defrayed by the United States.

3d. It is further agreed that the price of the muskets to be manufactured shall be as follows, viz: for each musket complete, including bayonet, ramrod, and flint, including also the proportion of screw drivers, wipers, ball screws, and spring vices, stated in the fourth article of this agreement, the price shall be twelve dollars and twenty-five cents; subject, however, to the following proviso: that if, during the period prescribed for the existence of this agreement, the cost of arms at the national armories shall be increased or diminished, by the rise or fall of materials or labor, to an amount equal to fifty cents, or more, on each stand of arms made, then the price herein stipulated shall be increased or diminished an equal amount. The new price, if it be lower than is herein stipulated, shall not take effect upon any muskets delivered under this agreement within three months from and after the time when such reduction shall have been satisfactorily ascertained, or until three months' previous notice thereof shall have been given. But, if the new price be higher, it shall take effect upon the first parcel of muskets delivered after the increased price has been ascertained and determined.

4th. It is agreed that the said Asa Waters shall cause the said muskets to be safely and properly packed for transportation in good and sufficient boxes, and in a manner which is or may be prescribed by the regulations of the Ordnance Department, and practised at the national armories; each box to contain twenty muskets complete, twenty screw drivers, twenty wipers, two ball screws, and two spring vices; and the said muskets, when so packed, shall be delivered at the United States' arsenal, at Watertown, Massachusetts. A reasonable price is to be allowed by the United States to the said Asa Waters for the packing boxes, and for transporting the arms to the arsenal; the cost of the boxes to be ascertained and certified by the inspector, and the cost of transportation by the receiving officer.

5th. It is agreed that no advances of money shall be required or made, and that the muskets manufactured and delivered under this agreement shall be paid for on the delivery of each parcel, consisting of not less than two hundred and fifty stands complete, at the price stipulated in the third article, and to the full amount of the parcel delivered; not exceeding, in any one year, the number specified in the first article. The vouchers upon which payment will be made will be, a certificate of the person appointed to inspect the arms, and the receipt of the person to whom they were delivered for the service of the United States.

6th. It is agreed that if the United States shall alter or modify the model or pattern musket, or establish a model or pattern at the national armories differing in any respect from that upon which this agreement is founded, then the arms to be thereafter manufactured under this agreement shall be made conformable thereto, if it be required by the Ordnance Department: Provided, however, that the said Asa Waters shall be allowed a reasonable compensation for any extra expense occasioned by such alteration; and provided, also, that the amount of such compensation shall be agreed upon and established before any alteration is made.

No deviations from the established pattern will at any time be made, unless expressly directed, in writing, by the Ordnance Department.

7th. It is agreed that the United States possess and reserve the right to declare this agreement null and void whenever the said Asa Waters shall fail to deliver, in any one year, the number of arms stipulated in the first article.

8th. It is expressly conditioned that no member of Congress is, or shall be, admitted to any share or part of this agreement or contract, or to any benefit to arise therefrom.

In witness whereof, the parties aforesaid have hereunto set their hands, and affixed their seals, the day and year first above written.

ASA WATERS,
GEORGE BOMFORD,
Lieut. Col. on ordnance duty.

Witness present, W. WADE.

This agreement, made this 6th day of December, 1823, between George Bomford, lieutenant colonel of artillery, on ordnance duty, in the service of the United States, acting with the consent and under the direction of the Honorable John C. Calhoun, Secretary of War, of the one part, and Marine T. Wickham, of the city of Philadelphia, of the other part, witnesseth:

1st. That the said Marine T. Wickham shall manufacture and deliver, for the military service of the United States, ten thousand muskets, with bayonets and ramrods complete, at the rate of two thousand in each year, for five years, commencing with the 1st day of July, 1824. The muskets to be manufactured shall, in all their parts, conform, in model, size, and form, to the pattern or standard model furnished by the Ordnance Department, and shall be equal in workmanship and quality, in every respect, to the arms made at the national armories during the same period.

2d. It is agreed that the muskets shall be proved and inspected by an officer or person appointed by the Ordnance Department for that purpose, and in the manner prescribed by the regulations which are, or may be, established by the Ordnance Department. It is understood, however, that no methods of proof or inspection more rigorous than those established for, and practised at, the national armories of the United States, shall at any time be established. The muskets are to be proved and inspected at or near Philadelphia, and in parcels consisting each of not less than two hundred and fifty stands; the expense of proof and inspection to be defrayed by the United States.

3d. It is further agreed that the price of the muskets to be manufactured shall be as follows, viz: for each musket complete, including bayonet, ramrod, and flint, including also the proportion of screw drivers, wipers, ball screws, and spring vices, stated in the fourth article of this agreement, the price shall be twelve dollars and twenty-five cents; subject, however, to the following proviso: that if, during the period prescribed for the existence of this agreement, the cost of the arms at the national armories shall be increased or diminished, by the rise or fall of materials or labor, to an amount equal to fifty cents, or more, on each stand of arms made, then the price herein stipulated shall be increased or diminished an equal amount. The new price, if it be lower than is herein stipulated, shall not take effect upon any muskets delivered under this agreement, within three months from and after the time when such reduction shall have been satisfactorily ascertained, nor until three months' previous notice thereof shall have been given. But, if the new price be higher, it shall take effect upon the first parcel of muskets delivered after the increased price has been ascertained and determined.

4th. It is agreed that the said M. T. Wickham shall cause the said muskets to be safely and properly packed for transportation, in good and sufficient boxes, and in the manner which is, or may be, prescribed by the regulations of the Ordnance Department, and practised at the national armories; each box to contain twenty muskets complete, twenty screw drivers, twenty wipers, two ball screws, and two spring vices; and the said muskets, when so packed, shall be delivered at the United States' arsenal, Frankford, Pennsylvania. A reasonable price is to be allowed by the United States to the said Marine T. Wickham for the packing boxes, and for transporting the arms to the arsenal. The cost of the boxes to be ascertained and certified by the inspector, and the cost of transportation by the receiving officer.

5th. It is agreed that no advances of money shall be required or made, and that the muskets manufactured and delivered under this agreement shall be paid for on the delivery of each parcel, consisting of not less than two hundred and fifty stands complete, at the price stipulated in the third article, and to the full amount of the parcel delivered, not exceeding, in any one year, the number specified in the first article. The vouchers upon which payment will be made will be, a certificate of the person appointed to inspect the arms, and the receipt of the person to whom they were delivered for the service of the United States.

6th. It is agreed that if the United States shall alter or modify the model or pattern musket, or establish a model or pattern at the national armories differing in any respect from that upon which this agreement is founded, then the arms to be thereafter manufactured under this agreement shall be made conformable thereto, if it be required by the Ordnance Department: Provided, however, that the said M. T. Wickham shall be allowed a reasonable compensation for any extra expense occasioned by such alteration; and provided, also, that the amount of such compensation shall be agreed upon and established before any alteration is made.

No deviations from the established patterns will at any time be made, unless expressly directed, in writing, by the Ordnance Department.

7th. It is agreed that the United States possess and reserve the right to declare this agreement null and void whenever the said Marine T. Wickham shall fail to deliver, in any one year, the number of arms stipulated in the first article.

8th. It is expressly conditioned that no member of Congress is, or shall be, admitted to any share or part of this agreement or contract, or to any benefit to arise therefrom.

In witness whereof, the parties aforesaid have hereunto set their hands, and affixed their seals, the day and year first above written.

GEORGE BOMFORD, *Lt. Col. on ordnance duty.*
MARINE T. WICKHAM.

Witness present to the signature of George Bomford, W. WADE.
To the signature of Marine T. Wickham, J. BAKER.

This agreement, made this 9th day of December, 1823, between George Bomford, lieutenant colonel of artillery, on ordnance duty, in the service of the United States, acting with the consent and under the direction of the Honorable John C. Calhoun, Secretary of War, of the one part, and Nathan Starr, of Middletown, in the State of Connecticut, of the other part, witnesseth:

1st. That the said Nathan Starr shall manufacture and deliver, for the military service of the United States, four thousand rifles complete, at the rate of eight hundred in each year, for five years, commencing with the 1st day of July, 1823. The rifles to be manufactured shall, in all their parts, conform, in model, size, and form, to the pattern or standard model furnished by the Ordnance Department, and shall be equal in workmanship and quality, in every respect, to the arms made at the national armories during the same period.

2d. It is agreed that the said rifles shall be proved and inspected by an officer or person appointed by the Ordnance Department for that purpose, and in the manner prescribed by the regulations which are or may be established by the Ordnance Department. It is understood, however, that no methods of proof and inspection more rigorous than those established for and practised at the national armories of the United States shall at any time be established. The rifles are to be proved and inspected at Middletown, and in parcels consisting each of not less than two hundred; the expense of proof and inspection to be defrayed by the United States.

3d. It is agreed that the price of said rifles shall be as follows, viz: for each rifle complete, including ramrod and flint, including also the proportion of bullet moulds, screw drivers, wipers, ball screws, spring vices, and flint-caps, stated in the fourth article of this agreement, the price shall be fourteen dollars and fifty cents; subject, however, to the following proviso: that if, during the period prescribed for the existence of this agreement, the cost of arms at the national armories shall be increased or diminished, by the rise or fall of materials or labor, to an amount equal to fifty cents, or more, on each stand of arms made, then the price herein stipulated shall be increased or diminished an equal amount. The new price, if it be lower than is herein stipulated, shall not take effect upon any rifles delivered under this agreement within three months from and after the time when such reduction shall have been satisfactorily ascertained, nor until three months' previous notice thereof shall have been given. But, if the new price be higher, it shall take effect upon the first parcel of rifles delivered, after the increased price has been ascertained and determined.

4th. It is agreed that the said Nathan Starr shall cause the said rifles to be safely and properly packed for transportation in good and sufficient boxes, and in the manner which is or may be prescribed by the regulations of the Ordnance Department, and practised at the national armories; each box to contain twenty rifles, with flints and flint-caps complete, two bullet moulds, twenty screw drivers, twenty wipers, two ball screws, two spring vices, and twenty spare lead flint-caps; and the said rifles, when so packed, shall be delivered at the store of such person in Middletown as may be appointed to receive them. A reasonable price is to be allowed to the said Nathan Starr for the packing boxes, the cost of which will be ascertained and certified by the United States' inspector.

5th. It is agreed that no advances of money shall be required or made, and that the rifles manufactured and delivered under this agreement shall be paid for on delivery of each parcel, consisting of not less than two hundred complete, at the price stipulated in the third article, and to the full amount of the parcel delivered, not exceeding, in any one year, the number specified in the first article. The vouchers upon which payment will be made will be, a certificate of the person appointed to inspect the rifles, and the receipt of the person to whom they were delivered for the service of the United States.

6th. It is agreed, that if the United States shall alter or modify the pattern or model rifle, or establish a model or pattern at the national armories differing in any respect from that upon which this agreement is founded, then the rifles to be thereafter manufactured under this agreement shall be conformable thereto, if it be required by the Ordnance Department: Provided, however, that the said Nathan Starr shall be allowed a reasonable compensation for any extra expense occasioned by such alteration; and provided, also, that the amount of such compensation shall be agreed upon and established before any alteration is made. No deviations from the established pattern will at any time be made, unless expressly directed, in writing, by the Ordnance Department.

7th. It is agreed that the United States possess and reserve the right to declare this agreement null and void, whenever the said Nathan Starr shall fail to deliver, in any one year, the number of rifles stipulated in the first article.

8th. It is expressly conditioned that no member of Congress is, or shall be, admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon.

In witness whereof, the parties aforesaid have hereunto set their hands, and affixed their seals, the day and year first above written.

Witness present to the signature of
C. A. Fowler.
To the signature of
W. Wade.

NATHAN STARR,

GEORGE BOMFORD, *Lt. Col. on ordnance duty.*

This agreement, made this 10th day of December, 1823, between George Bomford, lieutenant colonel of artillery, on ordnance duty, in the service of the United States, acting with the consent and under the direction of the Honorable John C. Calhoun, Secretary of War, of the one part, and Robert and John D. Johnson, of Middletown, in the State of Connecticut, of the other part, witnesseth:

1st. That the said Robert and John D. Johnson shall manufacture and deliver, for the military service of the United States, three thousand rifles complete, at the rate of six hundred in each year, for five years, commencing with the 1st of July, 1824. The rifles to be manufactured shall, in all their parts, conform, in model, size, and form, to the pattern or standard model furnished by the Ordnance Department, and shall be equal in workmanship and quality, in every respect, to the arms made at the national armories during the same period.

2d. It is agreed that the said rifles shall be proved and inspected by an officer or person appointed by the Ordnance Department for that purpose, and in the manner prescribed by the regulations which are, or may be, established by the Ordnance Department. It is understood, however, that no methods of proof and inspection more rigorous than those established for and practised at the national armories of the United States shall at any time be established. The rifles are to be proved and inspected at Middletown, and in parcels consisting each of not less than two hundred; the expense of proof and inspection to be defrayed by the United States.

3d. It is agreed that the price of the said rifles shall be as follows, viz: For each rifle complete, including ramrod and flint, including also the proportion of bullet moulds, screw drivers, wipers, ball screws, spring vices, and flint-caps, stated in the fourth article of this agreement, the price shall be fourteen dollars and fifty cents, subject, however, to the following proviso: that if, during the period prescribed for the existence of this agreement, the cost of arms at the national armories shall be increased or diminished, by the rise or fall of materials or labor, to an amount equal to fifty cents, or more, on each stand of arms made, then the price herein stipulated shall be increased

or diminished an equal amount. The new price, if it be lower than is herein stipulated, shall not not take effect upon any rifles delivered under this agreement within three months from and after the time when such reduction shall have been satisfactorily ascertained, nor until three months' previous notice shall have been given. But if the new price be higher, it shall take effect upon the first parcel of rifles delivered, after the increased price has been ascertained and determined.

4th. It is agreed that the said Robert and John D. Johnson shall cause the said rifles to be safely and properly packed for transportation in good and sufficient boxes, and in the manner which is or may be prescribed by the regulations of the Ordnance Department, and practised at the national armories; each box to contain twenty rifles, with flint and flint-caps complete, two bullet moulds, twenty screw drivers, twenty wipers, two ball screws, two spring vices, and twenty spare lead flint-caps; and the said rifles, when so packed, shall be delivered at the store of such person in Middletown as may be appointed to receive them. A reasonable price is to be allowed to the said R. and J. D. Johnson for the packing boxes, the cost of which will be certified by the United States' inspector.

5th. It is agreed that no advances of money shall be required or made, and that the rifles manufactured and delivered under this agreement shall be paid for on delivery of each parcel, consisting of not less than two hundred complete, at the price stipulated in the third article, and to the full amount of the parcel delivered, not exceeding, in any one year, the number specified in the first article. The vouchers upon which payment will be made will be, a certificate of the person appointed to inspect the rifles, and the receipt of the person to whom they were delivered for the service of the United States.

6th. It is agreed, that if the United States shall alter or modify the pattern or model rifle, or establish a model or pattern at the national armories differing, in any respect, from that upon which this agreement is founded, then the rifles to be thereafter manufactured under this agreement shall be made conformable thereto, if it be required by the Ordnance Department: Provided, however, that the said Robert and John D. Johnson shall be allowed a reasonable compensation for any extra expense occasioned by such alteration; and provided, also, that the amount of such compensation shall be agreed upon and established before any alteration is made.

No deviations from the established pattern will at any time be made, unless expressly directed, in writing, by the Ordnance Department.

7th. It is agreed that the United States possess and reserve the right to declare this agreement null and void, whenever the said Robert and John D. Johnson shall fail to deliver, in any one year, the number of rifles stipulated in the first article.

8th. It is expressly conditioned that no member of Congress is, or shall be, admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon.

In witness whereof, the parties aforesaid have hereunto set their hands, and affixed their seals, the day and year first above written.

Witness present to the signature of W. WADE. — GEO. BOMFORD, *Lt. Col. on ordnance duty.*

Witness present to the signature of NOAH WELLES. — ROB. & J. D. JOHNSON.

This agreement, made this 10th day of December, 1823, between George Bomford, lieutenant colonel of artillery, on ordnance duty, in the service of the United States, acting with the consent and under the direction of the Hon. J. C. Calhoun, Secretary of War, of the one part, and Simeon North, of Middletown, in the State of Connecticut, of the other part, witnesseth:

1st. That the said Simeon North shall manufacture and deliver, for the military service of the United States, six thousand rifles complete, at the rate of twelve hundred in each year, for five years, commencing with the 1st day of July, 1823. The rifles to be manufactured shall, in all their parts, conform, in model, size, and form, to the pattern or standard model furnished by the Ordnance Department, and shall be equal in workmanship and quality, in every respect, to the arms made at the national armories during the same period.

2d. It is agreed that the rifles shall be proved and inspected by an officer or person appointed by the Ordnance Department for that purpose, and in the manner prescribed by the regulations which are or may be established by the Ordnance Department. It is understood, however, that no methods of proof or inspection more rigorous than those established for and practised at the national armories of the United States shall at any time be established. The rifles are to be proved and inspected at Middletown, and in parcels consisting each of not less than two hundred: the expense of proof and inspection to be defrayed by the United States.

3d. It is agreed that the price of the said rifles shall be as follows, viz: for each rifle complete, including ramrod and flint, including also the proportion of bullet moulds, screw drivers, wipers, ball screws, spring vices, and flint-caps, stated in the fourth article of this agreement, the price shall be fourteen dollars and fifty cents; subject, however, to the following proviso: that if, during the period prescribed for the existence of this agreement, the cost of arms at the national armories shall be increased or diminished, by the rise or fall of materials or labor, to an amount equal to fifty cents, or more, on each stand of arms made, then the price herein stipulated shall be increased or diminished an equal amount. The new price, if it be lower than is herein stipulated, shall not take effect upon any rifles delivered under this agreement within three months from and after the time when such reduction shall have been satisfactorily ascertained, nor until three months' previous notice thereof shall have been given. But, if the new price be higher, it shall take effect upon the first parcel of rifles delivered, after the increased price has been ascertained and determined.

4th. It is agreed that the said Simeon North shall cause the said rifles to be safely and properly packed for transportation in good and sufficient boxes, and in the manner which is or may be prescribed by the regulations of the Ordnance Department, and practised at the national armories; each box to contain twenty rifles, with flints and flint-caps complete, two bullet moulds, twenty screw drivers, twenty wipers, two ball screws, two spring vices, and twenty spare lead flint-caps; and the said rifles, when so packed, shall be delivered at the store of such person in Middletown as may be appointed to receive them. A reasonable price is to be allowed to the said Simeon North for the packing boxes, the cost of which will be ascertained and certified by the United States' inspector.

5th. It is agreed that no advances of money shall be required or made, and that the rifles manufactured and delivered under this agreement shall be paid for on the delivery of each parcel, consisting of not less than two hundred complete, at the price stipulated in the third article, and to the full amount of the parcel delivered; not exceeding, in any one year, the number specified in the first article. The vouchers upon which payment will be made will be, a certificate of the person appointed to inspect the rifles, and the receipt of the person to whom they were delivered for the service of the United States.

6th. It is agreed, that if the United States shall alter or modify the pattern or model rifle, or establish a model or pattern at the national armories differing, in any respect, from that upon which this agreement is founded, then the rifles to be thereafter manufactured under this agreement shall be made conformable thereto, if it be required by the Ordnance Department: Provided, however, that the said Simeon North shall be allowed a reasonable compensation for any extra expense occasioned by such alteration; and provided, also, that the amount of such compensation shall be agreed upon and established before any alteration is made. No deviations from the established pattern will at any time be made, unless expressly directed, in writing, by the Ordnance Department.

7th. It is agreed that the United States possess and reserve the right to declare this agreement null and void, whenever the said Simeon North shall fail to deliver, in any one year, the number of rifles stipulated in the first article.

8th. It is expressly conditioned that no member of Congress is, or shall be, admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon.

In witness whereof, the parties aforesaid have hereunto set their hands, and affixed their seals, the day and year first above written.

Witness present to the signature of EDWARD HULBERT. — SIMEON NORTH.

Witness present to the signature of W. WADE. — GEORGE BOMFORD, *Lt. Col. on ordnance duty.*

ORDNANCE DEPARTMENT, WASHINGTON, *August* —, 1823.

The following regulations for the proof and inspection of small arms, made under contract with the United States, are hereby established; and all the inspectors of contract arms are strictly enjoined to conform thereto.

GEO. BOMFORD, *Lieut. Col. on ordnance duty.*

Regulations for the proof and inspection of small arms made under contract with the United States.

The model arm referred to in the contract, and furnished by the Government to the contractor, will be considered a standard of reference. The arms manufactured should conform, in all their parts, in pattern or form, to the standard model; and should be equal in workmanship to the arms of similar denomination made at the national armories during the same period. The several parts of the arms should be browned, blued, case-hardened, or polished, as in the standard model.

MUSKETS.—*Proof and inspection of barrels.*

The inspector will first examine the barrel, and ascertain whether it is reduced to its proper weight, which is four pounds when the breech is screwed in; and whether the external and internal parts of the barrel are of the prescribed dimensions, and free from ring bores, cinder holes, flaws, cracks, and other defects. The diameter of the bore should be a little less than the smallest diameter allowable in finished muskets. To ascertain this, a small gauge-plug should be used, which differs as much from the smallest of the two used in finished muskets as those two differ from one another. The bore should be made to admit the passage of the smallest plug freely through it, but not so large as to receive the second size plug.

All the barrels which may pass this examination will be closed at the breech, either with proving plugs or breech pins, and proved as follows, viz:

1*st Charge.*—One-eighteenth part of a pound of powder; one lead bullet, weighing one-fifteenth part of a pound; and two paper wads, each to measure three-fourths of an inch in length, after being well rammed; one of the wads to be placed on the top of the powder, the other on the top of the bullet. The whole to be well rammed with copper rods.

2*d Charge.*—One twenty-second part of a pound of powder, with one bullet and two wads, as in the first charge.

The powder used in proving barrels must be of the full proof, which is or may be established by the Ordnance Department, and should, in all respects, be equal to that used for proving barrels in the national armories.

The inspector will be careful in ascertaining the quality of the powder, before he proceeds to proving.

The barrels which resist the proof will be cleaned and examined; and, if no defects are discovered, the vents will be stopped, and the bores will be filled with water. If proving plugs have been used, they will be removed, and the breech pins will be screwed in before the water is applied. The barrels, when filled with water, will be left standing about six hours, when they will be again examined; and if no water has passed through the breech, or made its appearance on the exterior of the barrel, nor any other defects observed, they will be received. The marks of reception will be as follows, viz: the letters U. S. to be placed on the top of the barrel, one inch distant from the breech; the initial letters of the inspector's name, with the letter P. under them, to be placed to the left of the letters U. S.; which marks will be made by the inspector.

INSPECTION OF FINISHED MUSKETS.

Every musket should be taken to pieces; the breech pin turned out of the barrel; the screws turned out of the lock, and every component part separated; when the inspector will proceed to examine each part in the following manner, viz:

First.—THE BARREL. The inspector will first examine the exterior and interior surface of the barrel, to see if it is free from flaws, cracks, cinder holes, or ring bores. He will then stretch a line through the barrel, and apply it to at least four sides of the bore, to ascertain if the interior is straight. The caliber of the bore will then be verified by the gauge-plugs, the small plug should pass freely through the barrel, and the large plug should not enter its whole length. If the barrel will not receive the small plug, or if it will admit the large plug, the barrel will be rejected.

The inspector will carefully examine the threads of the screw on the inside of the barrel, and will be particular to ascertain that they do not project inwards beyond the surface of the bore. The small gauge-plug should pass freely

through, without touching the threads. The exterior dimensions of the barrel will then be verified, by applying the gauges to the breech, middle, and muzzle. The breech pin should be case-hardened, but the temper of the tang should be reduced, or it will be too easily broken; the proper temper can be ascertained by trying it with the edge of a fine cut file. The hole in the tang must be exactly in the centre of its width, and at the same distance from the end of the barrel as in the model musket. The breech pin should be screwed into its place in the barrel; when the dimensions of the breech of the barrel, with the breech pin and tang, will be verified by the breech gauge. The vent will be carefully examined; it should enter the bore of the barrel in front of, but close to the end of the breech pin; care should be taken that the latter does not obstruct it. The diameter of the vent should be the same as in the model musket. The barrel will next be placed in the stock, to see if it fits the wood closely all along, and that it is sunk nearly one-half its diameter into the stock.

Second.—THE LOCK. The various parts of the lock will be closely examined, to see that the limbs are sound, well filed, and of the proper form; that the pins have good threads on them; and that the holes in the plate and cock have also good threads, and correspond with those on the pins, and are of the same size with those in the pattern locks. After examining all the limbs separately, the lock will be put together; in doing which it will be ascertained whether the pins turn in and out freely. The lock will then be applied to the lock-gauge, to ascertain the size of the plate, and position of the other parts of the lock; after which the following points will be noted, viz:

Observe, 1st, if the sear moves freely, after screwing its pin as closely as possible, and that its point is sufficiently strong, and falls properly into the notches of the tumbler. 2d. If the bridle has no cracks or flaws in its pin holes, or the hole of the tumbler pivot. 3d. If the springs are well adjusted to the lock plate, and play freely when working the lock. 4th. If the neck of the tumbler fits exactly its hole in the lock plate, that the pivot fits its hold in the bridle, and that the hook of the tumbler does not pass below the edge of the lock plate. 5th. Observe whether the cock works freely and steadily, without rubbing against the lock plate, when screwed up tight. 6th. See that the hammer plays freely, and covers the pan closely. To ascertain if all the parts be well hardened, try them with a fine cut file. Try the action of the lock generally, to observe the harmony of all its movements. Snap the lock, and, if the hammer does not uncover the pan, the hammer spring is then too strong for the main spring; if the hammer flies open too freely, the main spring is then too strong for the hammer spring. In either case, there will be but little fire, and the sparks will not fall fairly into the pan. Observe, in drawing up the cock, if the point of the sear falls properly into the notches of the tumbler, and that, in snapping, it does not stop at the half-cock. Try the hardness of the face of the hammer, by snapping the lock several times with a good flint, and observe if it makes fire freely. In returning the lock to its place, see that it has been well fitted into the stock. The springs, and other moving parts on the interior side of the lock, should have sufficient room to work freely, without being obstructed by the wood. The part of the stock upon which the inner surface of the lock plate rests should be smooth and straight, so that the plate should rest firmly upon the wood, in all its touching points. See that the cavities made in the stock, for the bridle and heads of the screws, are not sunk deeper than is necessary, and that the trigger is not uncovered thereby; also, that the cavity made for the reception of the main spring is not so deep as to expose the barrel. The lining of the lock should fit the flat side of the barrel closely. The inner edge of the seat of the hammer should fit the barrel closely, but not to chafe in its movements.

The lock should be drawn firmly into its place by the side pins, and its action tried again by half-cocking, cocking, and snapping. This will determine whether the interior parts are bound, or their movements obstructed by the wood; also, whether the trigger be well hung, and properly adjusted to the sear. When the lock is at half-cock, pull the trigger hard, to ascertain if it will go off. The action of the lock should be as free and clear when secured in its place as when separate.

Third—MOUNTING. The form and dimensions of every part of the mounting will be verified by comparing them with the pattern musket. After having been critically examined, and the bands verified by the gauge, they will be put in their proper places on the stock, and every part must be well fitted in its place. The guard plate must be sunk even with the surface of the stock, and the hole which receives the tang pin must have a full and perfect thread. The trigger must have as little lateral play in its groove as possible to admit its free movement. It should not be susceptible of any other motion than one perpendicular to the axis of its wire. The side plates must have full square edges, and be so fitted in the stock, that, when screwed up tightly by the side pins, the surface of the plate shall not sink below the surface of the stock. The side pins must be straight and cylindrical, and the shoulders of the heads should rest evenly upon the side plate. The heel plate must fit the end of the breech closely, and be made to cover it exactly. The edge of the plate should be full and equal in its thickness, and should neither project beyond, nor recede within, the wood. The tang of the heel plate should be sunk into the wood a depth equal to its thickness, so that its upper surface shall be even with that of the stock. The screws which secure the heel plate and guard should have full deep threads, corresponding with the pattern. The holes in the stock, which receive the screws, should be closely examined, to see if they are of the proper size, and have full well-formed threads; it is essential that the screws fit very closely in their holes. The upper, middle, and lower bands should fit, both in their shoulders and over the barrel and stock, so as to secure both firmly together. The wood below the middle and lower bands should project so much, as will make it even with the external surface of the bands. The band-springs must not be sunk too deep in the wood, nor their beds reach to the inside of the stock; they should move freely, so as to fall back naturally to their proper position when no longer pressed. They should be so placed as to keep the bands in a fixed position, not permitting them to slide upon the stock, only when the springs are forced down.

Fourth.—THE STOCK. The stock should be examined when the barrel, lock, and mounting are separated from it. Observe if the groove for the barrel is so formed as to fit the barrel closely its whole length, and that the butt of the barrel fits closely against the wood behind it; and, also, that the breech pin and tang are closely fitted. Observe, also, if there be any cracks, splits, or worm-holes, in any part of the stock. To detect these defects (the splits especially) requires a close scrutiny, as it is not uncommon for workmen to endeavor to conceal them, by filling up the cavities with glue and saw-dust.

The form and dimensions of the stock will also be observed: see that it is the proper length, from the butt of the barrel to the butt of the stock, and that it has the same fall or crook as the pattern musket; to ascertain which, apply the gauge.

The quality of the wood of which the stock is made must be examined. It should be hard and firm. Light, porous, or brittle wood, such as is taken from old trees, should not be received. The stocks should be well seasoned. This may be ascertained by the following methods, viz: When the lock is first removed from the stock, the inner surface of it will be rusted if the stock is unseasoned. Take a thin shaving from the stock, and roll it between the fingers; if the stock be seasoned, the shaving will crumble, but not if it be unseasoned. The smell of the wood, at a place fresh cut, will assist in determining whether the wood be seasoned or not. No stocks should be used which have not been cut from the plank at least three years, and stored in a dry place for two years. Kiln-dried or steamed stocks should not be received.

Fifth.—RAMROD. The rod should be first tested in its dimensions. To ascertain its length, let it fall into the barrel, the head resting on the breech pin; the small end of the rod should then project from three to five-tenths of an inch beyond the muzzle. The diameter of the rod will be verified by gauges, which have been adjusted upon the pattern rod; the rods should be tried in three places in the middle, and near to each end. See that the head is formed like the pattern, and that the screws at the end have well-formed threads. Try the temper of the rods by springing them in four different directions, so that the middle of the rod will be six inches from a straight line, drawn from the head to the point. Observe, after bending, that they are not made crooked by the operation; they should spring back by their elasticity, and remain straight. Observe, also, that they have no flaws nor cross cracks; these defects sometimes exist without being visible, and, to detect them, suspend the rod by a thread at one end, and strike it gently with a piece of metal; the sound will indicate whether there be any flaws or not. Try the rod in the groove, see that it fits snugly, that it can be pushed down, and withdrawn without much effort, and at the same time be not too loose. The rod should go down so far, that its head shall not project above the end of the barrel. Observe whether the covered part of the groove is in the centre of the stock, and that it does not interfere with the front side pin.

Sixth.—BAYONET. The bayonet must be tried in the following manner: Drive a staple into a work bench, about fifteen inches from the edge, the staple to project just sufficient to receive the point of the bayonet; place a piece of hard wood, half an inch thick, equidistant between the staple and edge of the bench, insert the point of the bayonet in the staple, the middle resting upon the block of wood, and bear upon the other end until it touches the bench. It should be tried with both the face and back uppermost, which will spring it each way one inch. The bayonet should stand this trial without remaining bent, or exhibiting any cracks or flaws. The neck of the bayonet should be tried by placing the point on the floor, when the bayonet is fixed to the musket; hold the breech of the musket with one hand, and with the other bear firmly upon the barrel, and observe whether the neck of the bayonet bends, or exhibits any other signs of weakness. The socket of the bayonet should be bored straight and cylindrical, and should fit the muzzle of the barrel with such exactness, as not to play or move easily, but not to require a greater effort than can be given with the hand to fix or remove it. The canal cut in the socket, for passing the bayonet stud, should agree in form and dimensions with the pattern.

The stud should also be agreeable to the prescribed dimensions. The bayonet, when fixed, should have one end of its socket resting upon the upper band and the extremity of the stock; the other end of the socket should be even with, or fall a little below, the end of the barrel. The blade of the bayonet should diverge a little from the line of the axis of the bore, it being more open at the point than at the neck. The blade should be made to pass freely into the scabbard gauge.

MARKS.

Muskets will be marked by the manufacturer, before they are offered for inspection, in the following manner, viz: The letters U. S. and the name of the contractor will be stamped upon the lock plate, under the pan; the name of the place where the musket is manufactured, and the year within which it is made, will be stamped upon the lock plate, in the rear of the cock; the letters U. S. will be placed on the tang of the heel plate; the year will be placed on the tang of the breech pin, near the breech of the barrel; and the letters U. S. will be placed on the face of the bayonet blade, near the neck. For the marks upon the barrel, see "proof of barrels."

Care should be taken that none of the marks upon the arms should be stamped so deep as to be injurious.

PROOF AND INSPECTION OF RIFLES.—*Proof of barrels.*

Rifle barrels will be examined and proved in the same manner as is directed for musket barrels, except the proof charge, which will be as follows, viz:

1*st Charge.*—One twenty-eighth part of a pound of powder, and two lead bullets, each weighing one thirty-second part of a pound; and two paper wads, each measuring one-half an inch in length after being well rammed. One of the wads to be placed on the top of the powder, and the other on the top of the bullets.

2*d Charge.*—One thirty-second part of a pound of powder, with one bullet and with two wads, as in the first charge.

The barrels to be loaded and fired in the same manner as musket barrels.

INSPECTION OF FINISHED RIFLES.

The grooves in the bore of the barrel will be carefully examined, to ascertain that they are formed according to the pattern, and that they are even and uniform throughout. All the component parts of the rifle will be examined in the same manner as is directed for muskets, except the ramrod, which is required to spring only four inches.

The marks upon the rifles will be the same as those directed for muskets.

PROOF AND INSPECTION OF PISTOLS.

Pistol barrels, where the caliber is the same as the rifle, will be proved as follows, viz:

1*st Charge.*—One thirty-second part of a pound of powder, with one bullet and two wads, as directed for rifle barrels.

2*d Charge.*—One fortieth part of a pound of powder, with one bullet and two wads, as above.

The examination of the component parts of the pistol will be made according to the general instructions given above for other arms.

GENERAL REMARKS.

The inspector will not consider himself restricted to the particular examinations above mentioned; but he will make any other examinations which he may deem necessary, to ascertain more minutely the quality of any part of the arms. And whenever he discovers, or suspects, that attempts have been made by the workmen to cover or conceal material defects, he will be very cautious and vigilant, and will subject the arms to the severest scrutiny, in order to detect them.

It being the intention of the Government to provide arms of a uniform model for the public service generally, the contractors are required to conform to the model and the workmanship of the arms made at the national armories. The inspector will therefore decide upon the quality of materials and of workmanship by the rules which govern in like cases at the national armories; that is, he will reject such arms, or parts of arms, as would be rejected at the armories, and he will receive such as would be received there. He will not, however, in any case, exact more rigid conditions than are enforced at the national armories.

After the examinations are concluded, all the arms which are of an approved quality will be marked by the inspector with the initials of his name, to be stamped on the stock, opposite the lock; when they will be set apart for packing.

PACKING BOXES.

The contractor will provide suitable boxes for packing the arms, which will be subject to the inspection of the inspector.

The boxes are to be planed both on the inside and on the outside, and should be made of good, sound, well-seasoned, white pine boards, and free from splits, knots, and worm holes, and to be full one inch thick when worked. In each corner of the box there should be a post of hard wood, two and a half inches wide, and one and a quarter inch thick; the flat side laid against the end of the box. Each of the angles of the box will be secured by eight 8*d.* cut nails, driven through the end piece into the post; and by nine 12*d.* cut nails, driven through the side piece, four of them into the post, and five into the end piece, making, in all, seventeen nails in each angle. The space between the posts, at the ends, will be filled with boards one inch thick. The bottom of the box will be secured by four two-inch screws, and by twelve 12*d.* and fourteen 10*d.* cut nails. Two of the screws and four of the nails to be driven at each end of the bottom. The lid will be secured by sixteen 8*d.* cut nails, viz: five in each side, and three in each end. Each box is to be furnished with two beckets or handles, (one at each end,) made of strong rope, at least half an inch in diameter. The holes for the beckets will be made through the end piece of the box, a little above the centre, but not through the inner lining of the end; so that the knots at the end of the rope will lie between the two pieces. The lining will be cut away to make room for the knots. The inspector will be particular to ascertain that the boards used in making the boxes, and also the cleets, bars, and wedges, used in packing, are perfectly seasoned: he can ascertain this by boring into the wood with a small gimlet, and examining the chips or borings. No materials should be used for boxes which have not been placed under cover, in a dry place, at least eighteen months.

The dimensions of the boxes will be as follows, viz: for muskets, 4 feet 10¼ inches long, 15½ inches wide, and 12½ inches deep.

For rifles, 4 feet 4½ inches long, 14⅜ inches wide, and 12⅜ inches deep. All the dimensions are taken on the inside, "in the clear," when the box is completed.

PACKING ARMS.

When the boxes are approved by the inspector, the contractor will cause the arms to be packed in the manner directed in the contract. Each box of muskets will contain twenty muskets and bayonets, twenty screw drivers, twenty wipers, two ball screws, two spring vices, and twenty spare lead flint-caps. Each musket to be furnished with a good flint and a lead flint-cap.

Each box of rifles will contain twenty rifles, two bullet moulds, twenty screw drivers, twenty wipers, two ball screws, two spring vices, and twenty spare lead flint-caps. Each rifle to be furnished with a good flint and a lead flint-cap. The arms are to be so placed that they will be firmly secured without touching each other.

The bayonets and small articles are to be well secured to the bottom of the box.

Before the arms are placed in the boxes, they will be oiled and lackered in the following manner, viz: the inside of the barrel and lock will be made clean, and well oiled with pure oil, in the usual manner. The vent will then be closed with wax, and the muzzle with a good soft cork that fits it closely. The whole of the exterior surface of the arm, including both the wood and metallic parts, is then covered with lacker prepared for the purpose. The exterior surface of the arm should be wiped clean, and entirely freed from oil before the lacker is applied. To apply the lacker, it should be put into a glazed earthern or stone-ware vessel, of convenient size, and heated in a stove, or sand bath, just sufficient to keep the ingredients in a state of fusion. As the ingredients are very inflammable, much caution should be used in heating them.

The lacker, in this warm state, is spread upon the arms with a small paint brush; it is afterwards smoothed and spread more evenly with a large brush, made of camel's hair. The brushes should be dipped into pure spirits of turpentine, before they are put into the lacker.

Spirits of turpentine forms one of the principal ingredients of the mixture, and a portion of it is evaporated by heating; it will, therefore, be necessary to add small quantities of spirits of turpentine to the lacker occasionally, in order that its proper consistence may be preserved.

When the arms are well covered with the lacker, they will be set aside in a dry, cool place, and they should not be packed before they are perfectly dried.

The lacker, properly prepared, will be furnished to the contractors by the United States.

The packing will be done under the immediate inspection of the inspector, who will be careful to see that the work is properly done. The inspector will place on the inside of each box, in a secure manner, a card giving a list of all the articles packed in the box, and the date of inspection. He will also place his signature upon the card.

The ends of the box, on the outside, will be marked by the contractor with his name, the number of arms contained in the box, and the year within which they were inspected.

CERTIFICATES OF INSPECTION.

When the inspection and package of the arms have been completed, the inspector will furnish the contractor with three certificates, according to the following form.

I hereby certify, that I have this day inspected and approved five hundred muskets, five hundred screw drivers, five hundred wipers, fifty ball screws, fifty spring vices, five hundred spare lead flint-caps, and twenty-five packing boxes, manufactured by A B, of ——, Massachusetts, under his contract with the United States, dated ——.

And I further certify, that the said arms and appendages have been inspected according to the regulations established by the Ordnance Department, and that they conform to the standard model, and are of good quality and workmanship, and are securely packed in good, strong boxes, and that they are in all things conformable to the contract.

I certify, also, that, according to my best judgment, the true value of each packing box is one dollar and fifty cents.

Given under my hand at ——, this —— day of ——, 18 .

C. D., *U. S. Inspector of Arms.*

RECAPITULATION.

500 muskets and bayonets.
500 screw drivers.
500 wipers.
50 ball screws.
50 spring vices.
500 spare flint-caps.
25 packing boxes.

The above certificates will be marked by the inspector, "original," "duplicate," "triplicate." Two of them will be forwarded by the contractor, with his accounts, to the Ordnance Department; the third he will retain for his own security.

The inspector will also furnish the contractor with an invoice of the arms inspected and approved, according to the following form, viz:

Invoice of arms manufactured by A B, of Pittsfield, Massachusetts, and inspected and approved by C D, United States' inspector of arms.

Nos.	Packages.	Marks.	Contents.
1 *a* 25	25 boxes,	A B, 20 muskets, 1823.	500 muskets and bayonets. 500 screw drivers. 500 wipers. 50 ball screws. 50 spring vices. 500 spare flint-caps.

C D, *U. S. Inspector of Arms.*

PITTSFIELD, MASS., ———, 1823.

The invoice will be transmitted by the contractor, with the arms, to the person who is authorized to receive them.

18th CONGRESS.] No. 249. [1st SESSION.

ARMY REGISTER FOR THE YEAR 1824.

COMMUNICATED TO THE SENATE, JANUARY 8, 1824.

General Staff.

Names and rank.	Date of appointment.	Brevets and former commissions.	Remarks.
Jacob Brown, major general, - -	Jan. 24, 1814,	- -	Washington.
Edmund P. Gaines, brigadier general, -	March 9, 1814,	Aug. 15, 1814, major general brevet, -	Comd'ng east. depart.
Winfield Scott, brigadier general, - -	March 9, 1814,	July 25, 1814, major general brevet, -	Comd'ng west. depart.
Thomas S. Jesup, brigadier general, and quartermaster general, - - -	May 8, 1818,	- -	Washington.
——— ———, adjutant general, - -	- -	- -	Washington.
John E. Wool, colonel and inspector general, -	April 29, 1816.		
S. B. Archer, colonel and inspector general, -	Nov. 10, 1821.		
William Linnard, major and quartermaster, -	May 12, 1813,	- -	Philadelphia.
Henry Stanton, major and quartermaster, -	May 13, 1820,	- -	Detroit.
For assistant quartermasters, see officers of the line.			
Subsistence Department.			
Colonel George Gibson, com. gen. subsistence,	April 18, 1818,	- -	Washington.
For assistant commissaries of subsistence, see the subalterns of the line.			
Purchasing Department.			
Callender Irvine, commissary of purchases, -	Aug. 8, 1812,	- -	Philadelphia.
Pay Department.			
Colonel N. Towson, paymaster general, -	- -	- -	Office, Washington.
Thomas Wright, paymaster, - -	June 22, 1815,	- -	Pensacola.
Asher Phillips, do - -	Aug. 26, 1815,	- -	Louisville, Kentucky.

GENERAL STAFF—Continued.

Names and rank.	Date of appointment.	Brevets and former commissions.	Remarks.
Alphonso Wetmore, - paymaster, -	Oct. 14, 1815,	- -	Franklin, Missouri Ter.
Benjamin F. Larned, - do -	Nov. 24, 1815,	- -	Baton Rouge.
Satterlee Clark, - do -	April 29, 1816,	- -	Utica, New York.
David Gwynne, - do -	April 29, 1816,	- -	Detroit, Michigan Ter.
David S. Townsend, - do -	April 29, 1816,	- -	Boston, Massachusetts.
Charles B. Tallmadge, - do -	March 27, 1818,	- -	New York.
Daniel Randall, - do -	July 21, 1818,	- -	Baton Rouge.
Charles H. Smith, - do -	Nov. 24, 1819,	- -	Norfolk, Virginia.
Thomas Biddle, - do -	Aug. 7, 1820,	- -	St. Louis.
A. A. Massias, - do -	Dec. 1, 1820,	- -	Charleston.
T. P. Andrews, - do -	May 22, 1822,	- -	Washington,
G. A. Bibby, - do -	May 13, 1823,	- -	Green bay.
Medical Department.			
Joseph Lovell, surgeon general, - -	April 18, 1818,	- -	Washington.
Thomas Lawson, - surgeon, -	May 21, 1813,	- -	7th infantry.
Thomas G. Mower, - do -	June 30, 1814,	- -	New York.
B. F. Harney, - do -	Aug 17, 1814,	- -	Baton Rouge.
W. V. Wheaton, - do -	Sept. 4, 1816,	- -	Green bay.
John Gale, - do -	April 18, 1818,	- -	Council Bluffs.
Josiah Everett, - do -	Jan. 28, 1820,	- -	West Point.
Edward Purcell, - do -	June 18, 1821,	- -	St. Peter's.
B. Delavan, - do -	Jan. 27, 1823,	- -	Pensacola.
George W. Maupin, assistant surgeon, -	Nov. 5, 1802,	- -	Fortress Monroe.
Joseph Goodhue, - do -	Feb. 8, 1803,	- -	Fort Constitution.
James H. Sargent, - do -	March 6, 1806,	- -	Fort Sullivan.
Sylvester Day, - do -	Dec. 9, 1807,	- -	Watervliet arsenal.
William Turner, - do -	Sept. 29, 1812,	- -	Fort Wolcott.
Hanson Catlett, - do -	Feb. 18, 1813.		
Foster Swift, - do -	Feb. 18, 1814,	- -	Fort Trumbull.
T. I. C. Monroe, - do -	April 29, 1816,	- -	Arsenal, Richmond.
Samuel B. Smith, - do -	Nov. 12, 1816,	- -	Fort Mifflin.
James Mann, - do -	April 18, 1818,	- -	Boston harbor.
J. Wallace, - do -	April 18, 1818,	- -	Fort McHenry.
Joseph Eaton, - do -	April 18, 1818,	- -	Fort Preble.
Robert Archer, - do -	April 18, 1818,	- -	Fort Norfolk.
George C. Clitherall, - do -	April 18, 1818,	- -	Fort Johnson, N. C.
Squire Lea, - do -	May 15, 1818,	- -	Fort St. Philip.
Joseph P. Russell, - do -	Aug. 10, 1818,	- -	New York harbor.
Richard Weightman, - do -	Aug. 21, 1818,	- -	St. Augustine.
I. P. C. McMahon, - do -	July 23, 1819,	- -	Petite Coquille.
William Beaumont, - do -	Dec. 4, 1819,	- -	Mackinac.
William H. Nicoll, - do -	Jan. 28, 1820,	- -	Council Bluffs.
Robert French, - do -	April 12, 1820,	- -	Fort Diamond.
William S. Comstock, - do -	Oct. 12, 1820.		
Richard Randall, - do -	Oct. 12, 1820,	- -	Charleston harbor.
George B. McKnight, - do -	Oct. 13, 1820,	- -	Barrancas.
Lyman Foot, - do -	Dec. 12, 1820,	- -	Sault St. Mary.
Thomas P. Hall, - do -	Dec. 12, 1820,	- -	New York harbor.
S. H. Littlejohn, - do -	June 1, 1821,	- -	Sackett's Harbor.
C. A. Finley, - do -	June 1, 1821,	- -	Fort Smith.
R. M. Coleman, - do -	June 1, 1821,	- -	Belle Fontaine.
Benjamin King, - do -	June 1, 1821,	- -	Augusta.
Prestley H. Craig, - do -	June 1, 1821,	- -	Fort Crawford.
John Jackson, - do -	June 1, 1821,	- -	Fort Washington.
John A. Brereton, - do -	July 1, 1821,	- -	Washington.
Henry Stevenson, - do -	July 16, 1821,	- -	Pittsburg.
Mordecai Hale, - do -	Oct. 27, 1821,	- -	Plattsburg, New York.
Richard S. Satterlee, - do -	Feb. 25, 1822,	- -	Green bay.
Zina Pitcher, - do -	May 8, 1822,	- -	Saginaw bay.
W. E. Langdon, - do -	May 8, 1822,	- -	Fort Niagara.
Robert McMillan, - do -	July 1, 1822,	- -	Fort Edwards.
Edwin James, - do -	Jan. 27, 1823,	- -	Fort Armstrong.
Alfred Wotkyns, - do -	June 11, 1823.		
Charles F. Luce, - do -	Sept. 22, 1823,	- -	Red river.
Samuel G. I. De Camp, do -	Oct. 10, 1823,	- -	Fort Jackson.
ENGINEER DEPARTMENT.			
Corps of Engineers.			
Alexander Macomb, chief engineer, -	July 6, 1812,	Major gen. brevet, Sept. 11, 1814.	Chief engineer, headquarters, Washington.
General Simon Bernard, - - -	Nov. 16, 1816,	- -	Assistant engineer.
Charles Gratiot, lieutenant colonel, -	Mar. 31, 1819.		
J. G. Totten, major, - - -	Nov. 12, 1818,	Lieut. col. brevet, Sept. 11, 1814.	
Samuel Babcock, major, - - -	Mar. 31, 1819.		
Sylvester Thayer, - captain, -	Oct. 13, 1813,	Lieut. col. brevet, March 3, 1823.	
R. E. De Russy, - do -	Feb. 9, 1815,	Bvt. Sept. 11, 1814.	
Fred. Lewis, - do -	Oct. 1, 1817.		
T. W. Maurice, - do -	Nov. 12, 1818.		

GENERAL STAFF—Continued.

Names and rank.			Date of appointment.	Brevets and former commissions.	Remarks.
Hipol Dumas,	captain,		Mar. 31, 1819.		
John L. Smith,	do		Aug. 29, 1820.		
George Blaney,	first lieutenant		Nov. 12, 1818.		
Thomas I. Leslie,	do		Mar. 31, 1819,	- -	Paymaster, New York.
William H. Chase,	do		Mar. 31, 1819.		
Richard Delafield,	do		Aug. 29, 1820.		
Andrew Talcott,	do		Oct. 1, 1820.		
William A. Eliason,	do		July 28, 1823.		
Cornelius A. Ogden,	second lieutenant,		July 1, 1819.		
Henry Brewerton,	do		July 1, 1819.		
Stephen Tuttle,	do		Aug. 29, 1820,	Bvt. July 1, 1820.	
Edward H. Courtenay,	do		July 1, 1821.		
George Dutton,	do		July 1, 1822.		
Joseph Mansfield,	do		July 1, 1822.		
Alfred Mordecai,	do		July 1, 1823,	Brevet.	
Topographical Engineers.					
John Anderson,	major,		April 12, 1813.		
Isaac Roberdeau,	do		April 29, 1813.		
John J. Abert,	do		Nov. 22, 1814.		
James Kearney	do		April 29, 1816.		
Stephen H. Long,	do		April 29, 1816.		
P. H. Perrault,	do		Feb. 17, 1817.		
Assistant Topographical Engineers.					
William Tell Poussin,	captain,		Mar. 6, 1817.		
John Leconte,	do		April 18, 1817.		
Hartman Bache,	do		July 24, 1818.		
W. G. McNeill,	do		Jan. 27, 1823.		

MILITARY ACADEMY, WEST POINT, NEW YORK.

INSPECTOR.

Brevet Major General Alexander Macomb, Chief Engineer, (*ex officio*) inspector of the Military Academy.

SUPERINTENDENT AND COMMANDANT.

Brevet Lieutenant Colonel S. Thayer, corps of engineers.

ACADEMIC STAFF.

Jared Mansfield, professor of natural and experimental philosophy.
Lieutenant Samuel S. Smith, (3d artillery,) assistant professor of natural and experimental philosophy.
Lt. Alfred Mordecai, (corps of engineers,) acting assistant professor of natural and experimental philosophy.
Charles Davies, professor of mathematics.
Lieutenant Horace Webster, (3d infantry,) assistant professor of mathematics.
Lieutenant George S. Green, (artillery,) acting professor of mathematics.
Captain David B. Douglass, professor of engineering.
Lieutenant Edward H. Courtenay, (corps of engineers,) assistant professor of engineering.
Thomas Picton, chaplain and professor of ethics.
Brevet Major W. I. Worth, (1st artillery,) commandant of the corps of cadets, and instructor of tactics.
Lieutenant E. A. Hitchcock, (1st infantry,) assistant instructor of tactics.
Lieutenant Z. I. D. Kinsley, (3d artillery,) assistant instructor of tactics.
Lieutenant H. H. Gird, (4th artillery,) assistant instructor of tactics.
——— ———, acting professor of chemistry and mineralogy.
Lieutenant Jonathan Prescott, (1st artillery,) assistant professor of chemistry and mineralogy.
Claudius Berard, first teacher of the French language.
Joseph Du Commun, second teacher of the French language.
Thomas Gimbrede, teacher of drawing.
Pere Thomas, sword-master.

MILITARY STAFF.

Captain James Green, quartermaster.
Lieutenant George Blaney, corps of engineers, adjutant.
Lieutenant Thomas J. Leslie, corps of engineers, treasurer.

ARMY REGISTER—Continued.

First Regiment of Artillery.

Names and rank.	Brevets and former commissions.
COLONEL.	
James House, May 8, 1822.	
LIEUTENANT COLONEL.	
G. Bomford, Feb. 9, 1815,	Brvt. Dec. 22, 1814; ord.
MAJOR.	
John B. Walbach, April 25, 1818.	Lt. col. brvt. May 1, 1815.
CAPTAINS.	
J. B. Crane, July 6, 1812,	Maj. brvt. Nov. 13, 1813.
A. S. Brooks, July 6,	Maj. brvt. Sept. 11, 1814.
James Dalliba, Aug. 5, 1813,	Maj. bvt. Feb. 9, 1815; ord.
S. Churchill, Aug. 15,	Maj. brvt. Aug. 15, 1823.
W. J. Worth, Aug. 19, 1814.	Maj. brvt. July 25, 1814.
Milo Mason, May 17, 1816.	
H. Whiting, Mar. 3, 1817,	Brevet Mar. 17, 1814; as't quartermaster.
F. Whiting, Sept. 10, 1819.	
R. L. Baker, do	
H. Saunders, Nov. 4, 1823.	
FIRST LIEUTENANTS.	
E. Kirby, May 1, 1817,	Aid to General Brown.
R. M. Kirby, Mar. 23, 1818,	Capt. bvt. Sept. 17, 1814.
N. G. Dana, April 20,	Assist. com. subsistence.
Timothy Green, do	Assist. com. subsistence.
J. J. Davis, do	
W. T. Willard, do	
H. W. Griswold, Dec 12,	Adjutant.
W. Smith, June 5, 1819,	Assist. com. subsistence.
H. F. Evans, Aug. 8.	
J. Simonson, Oct. 10.	
W. G. McNeill, Dec. 4,	Assist. topographical eng.
J. Symington, May 17, 1820.	
M. A. Patrick, Aug 11,	Assist. com. subsistence.
A. McIntire, Dec. 1, 1822,	Assist. com. subsistence.
Giles Porter, Feb. 1, 1823.	
George Webb, May 15.	
J. Howard, Nov. 1.	
D. Van Ness, Nov. 4.	
SECOND LIEUTENANTS.	
Justin Dimick, July 1, 1819,	Assist. com. subsistence.
Daniel Tyler, do	
J. M. Edwards, do	
W. H. Swift, do	
Lemuel Gates, Aug. 13.	
D. D. Tompkins, July 1, 1820.	
H. I. Feltus, July 1, 1820.	
G. Ramsay, do	
W. T. W. Tone, July 12.	
Hugh P. Welch, Oct. 27.	
J. Prescott, July 1, 1821.	
C. Dimmock, do	
W. Wheelwright, July 1.	
J. H. Cooke, July 1, 1822.	
J. I. Schuley, do	
Isaac Trimble, do	
L. B. Webster, July 1, 1823.	
George Nauman, do	
Frederick Searle, do	Brevet.
Andrew Kinnard, do	Brevet.

Second Regiment of Artillery.

LIEUTENANT COLONEL.	
W. Macrea, April 19, 1814.	Brevet July 10, 1812.
MAJOR.	
J. Hindman, June 26, 1813.	Col. brevet, May 17, 1815.

Second Regiment of Artillery—Continued.

Names and rank.	Brevets and former commissions.
CAPTAINS.	
Wm. Gates, Mar. 3, 1813,	Major bvt. March 3, 1823.
A. C. W. Fanning, Mar. 13,	Maj. brevet Aug. 15, 1814.
I. Roach, jun., April 13,	Maj. brevet. April 13, 1823.
J. F. Heileman, May 5,	Maj. brevet May 5, 1823.
George Talcott, Aug. 5,	Maj. bvt. Aug. 5, 1823; ord.
C. J. Nourse, June 17, 1816,	Brevet Aug. 15, 1813.
F. S. Belton, July 31, 1817.	
R. A. Zantzinger, Dec. 12, 1818.	Brevet August 15, 1814.
J. Mountfort, Aug. 11, 1819,	Brevet September 11, 1814.
T. C. Legate, May 13, 1820.	
FIRST LIEUTENANTS.	
N. Baden, Aug. 6, 1813,	Capt. brvt. Aug. 6, 1823.
Elijah Lyon, Jan. 1, 1817,	Assist. com. subsistence.
Richard Bache, June 15,	Brevet April 17, 1813; assist. com. subsistence.
G. S. Drane, Nov. 15.	
G. W. Gardiner April 20,	Assist. com. subsistence.
C. S. Merchant, do	Assist. com. subsistence.
Charles Mellon, do	
Allen Lowd, do	Assist. com. subsistence.
H. W. Fitzhugh, do	Assist. com. subsistence.
John S. Abeel, do	Brevet October 1, 1814.
R. L. Armstrong, July 2,	Adjutant.
H. S. Mallory, May 31, 1819.	
James Spencer, June 26.	
W. Wells, August 28,	Assist. com. subsistence.
John A. Webber, Oct. 31,	Assist. com. subsistence.
F. L. Griffith, Nov. 28.	
C. M. Eakin, May 13, 1820.	
S. Cooper, July 6, 1821.	
SECOND LIEUTENANTS.	
W. E. Williams, June 30. 1818.	
Saml. McKenzie, July 24.	
Edward Harding, do	
James Green, Sept. 11,	Assistant quartermaster.
A. C. Fowler, Mar. 3, 1819.	
Martin Thomas, March 31.	
G. W. Whistler, July 1.	
I. S. Hepburn, do	
Jacob A. Dumest, do	
Henry Gilbert, do	
T. P. Ridgeley, Aug. 13.	
W. C. De Hart, July 1, 1820.	
James A. Chambers, do	
Joshua Barney, do	
W. S. Maitland, do	
Thomas Burk, Oct. 27.	
James Grier, July 1, 1821.	
T. R. Ingalls, July 1, 1822.	
John Farley, July 1, 1823,	Brevet.

Third Regiment of Artillery.

COLONEL.	
W. K. Armistead, Nov. 12, 1818.	
LIEUTENANT COLONEL.	
W. Lindsay, Mar. 12, 1813,	Col. brevet Mar. 12, 1823.
MAJOR.	
J. Bankhead, Aug. 15, 1813,	Lt. col. bvt. Aug. 15, 1823.
CAPTAINS.	
Roger Jones July 6, 1812,	Lt. col. bvt. Sept. 17, 1814.
S. B. Archer, do	Inspector general.
John A. Burd, do	Maj. brvt. Oct. 31, 1814.
T. Stockton, Sept. 10,	Maj. bvt. April 15, 1814.
H. K. Craig, Dec. 23, 1813.	Maj. brvt. Dec. 23, 1823.

ARMY REGISTER—Continued.

Names and rank.	Brevets and former commissions.
Mann P. Lomax, Nov. 17, 1814.	
Felix Ansart, Nov. 28. 1819.	
S. Spotts, May 8, 1822,	Brevet January 8, 1815.
D. T. Welsh, Dec. 1,	Brevet June 20, 1814.
Æneas Mackay, Dec. 31.	
FIRST LIEUTENANTS.	
J. W. Thompson, May 21, 1817.	
Joseph P. Taylor, Nov. 24,	Assist. com. subsistence; brevet July 15, 1814.
John A. Dix, Mar. 23, 1818,	Aid to General Brown.
L. G. De Russey, April 20.	
Thomas Childs, do	Assist. com. subsistence.
G. S. Wilkins, do	
C. M. Thruston, do	Adjutant.
Thomas J. Baird, June 2,	Assist. com. subsistence.
Upton S. Frazer, Oct. 20,	Assist. com. subsistence.
T. W. Lendrum, May 30, 1819.	Assist. com. subsistence.
J. W. Phillips, Aug. 4.	
James D. Graham, Sept. 8.	
J. R. Vinton, Sept. 30.	
R. B. Lee, Oct. 31.	
S. S. Smith, Nov. 30, 1820.	
S. Ringgold, May 8, 1822.	
Geo. W. Corprew, Aug. 6.	
W. S. Newton, Dec. 31.	
SECOND LIEUTENANTS.	
W. B. Davidson, Sept. 1, 1818.	
Clif. Wharton, Oct. 28,	Assist. com. subsistence.
Z. I. D. Kinsley, July 1, 1819.	
John L'Engle, do	Assist. com. subsistence.
A. Brockenbrough, do	
L. A. Rigail, Aug. 4,	Assist. com. subsistence.
John Smith, Aug. 13.	
H. Garner, Jan. 28, 1820.	
F. N. Barbarin, July 1.	
M. Burk, do	
W. H. Kerr, Oct. 27.	
R. D. A. Wade, Oct 27.	
John F. Scott, July 1, 1821.	
C. G. Smith, July 1, 1822.	
Campbell Graham, do	
T. B. Wheelock, do	
W. C. Young, do	
G. S. Green, July 1, 1823.	
R. De Treville, do	Brevet.

Fourth Regiment of Artillery.

COLONEL.	
J. R. Fenwick, May 8, 1822,	Brevet March 18, 1813.
LIEUTENANT COLONEL.	
Abram Eustis, May 8, 1822,	Brevet September 10, 1813.
MAJOR.	
Wm. Wilson, May 8, 1822,	Brevet May 3, 1818.
CAPTAINS.	
E. Humphreys, Jan. 9, 1809,	Maj. brevet Dec. 28, 1814.
B. K. Pierce, Oct. 1, 1813,	Maj. brevet Oct. 1, 1823.
M. M. Payne, Mar. 2, 1814.	
John R. Bell, Oct. 10.	
Wm. Wade, Feb. 9, 1815,	Ordnance.
G. N. Morris, Jan. 15, 1817.	
J. Erving, April 25, 1818.	
L. Whiting, May 21, 1822.	
W. L. McClintock, Aug. 11, 1823.	
I. L. Gardner, Nov. 1.	Assistant quartermaster.
FIRST LIEUTENANTS.	
J. Monroe, April 20, 1818,	Assist. com. subsistence.
Jac. Schmuck, do	Brevet July 25, 1814.
J. W. Ripley, do	
Hugh K. Mead, do	
Patrick H. Galt, Sept. 26,	Aid to General Scott.
James Monroe, Dec. 31,	
J. A. Adams, July 31, 1819.	
C. Despenville, Sept. 10.	
J. M. Washington, May 23, 1820.	
H. Brown, Aug. 23, 1821,	Assist. com. subsistence.
Joseph Strong, July 1, 1822.	
Charles Ward, July 20.	
H. A. Thompson, Dec. 31,	Adjutant.
W. Turnbull, Jan 15, 1823.	
J. R. Blaney, August 11.	
George C. Hutter, Sept. 30.	
William H. Bell, Nov. 1.	
E. G. W. Butler, Nov. 6.	
SECOND LIEUTENANTS.	
S. B. Dusenbury, July 1, 1820.	
E. R. Alberti, July 12, 1820.	
Clark Burdine, July 1, 1821.	
W. W. Wells, do	
J. C. Holland, do	
Edward C. Ross, do	
John B. Scott, do	
Horace Bliss. July 1, 1822.	
William Cook, do	
William Rose, do	
Walter Gwynn, do	
Aug. Canfield, do	
John Pickell, do	
Henry H. Gird, do	
G. C. Richards, July 1, 1823.	
S. M. Southerland, do	
F. L. Guion, do	
A. Beckley, do	
W. T. Washington, Aug. 19,	Brevet.

First Infantry.

COLONEL.	
T. Chambers, Nov. 10, 1818.	
LIEUTENANT COLONEL.	
Z. Taylor, April 20, 1819.	
MAJOR.	
R. Whartenby, Ap. 30, 1817,	Brevet May 1, 1814.
CAPTAINS.	
D. E. Twiggs, July 6, 1812,	Maj. brevet Sept. 21, 1814.
S. W. Kearney, Ap. 1, 1813,	Maj. brevet April 1, 1823.
J. H. Gale, July 31, 1817.	
W. V. Cobbs, Mar. 31, 1819.	
G. Loomis, April 7.	
T. F. Smith, April 25.	
R. B. Mason, July 31.	
W. H. Ker, Dec. 1, 1820.	
G. Powell, May 1, 1822.	
Geo. C. Spencer, June 1.	
FIRST LIEUTENANTS.	
E. A. Hitchcock, Oct. 31, 1818.	
W. S. Harney, Jan. 7, 1819.	
W. R. Jouett, March 31.	
T. Barker, July 23, 1820,	Assist. com. subsistence.
Const. Pierce, Sep. 3, 1820.	
S. Shannon, December 1.	
J. Mackenzie, Nov. 18, 1822.	
R. Lowndes, Aug. 7, 1823,	Aid to General Gaines.
Samuel McRee, Sept. 30.	
William Day, December 25.	

ARMY REGISTER—Continued.

Names and rank.	Brevets and former commissions.
SECOND LIEUTENANTS.	
T. P. Gwynne, Dec. 12, 1820.	
Jefferson Vail, July 1, 1821.	
W. M. Boyce, July 1, 1822.	
J. J. Abercrombie, do	
Samuel Wragg, do	Adjutant.
W. Reynolds, July 1, 1823.	
R. H. Stuart, do	
Charles Holt, do	
A. S. Miller, do	
J. W. Kingsbury, Aug. 19.	

Second Infantry.

COLONEL.	
Hugh Brady, July 6, 1812,	Brig. gen. bvt. July 6, 1822.
LIEUTENANT COLONEL.	
W. Lawrence, May 8, 1818,	Brevet, Sept. 15, 1814.
MAJOR.	
Enos Cutler, Feb. 10, 1818,	Brevet, May 1, 1814.
CAPTAINS.	
A. R. Thompson, May 1, 1814.	
Newman S. Clark, Oct. 1,	Brevet, July 25, 1814.
E. Boardman, March 31, 1817.	Brevet, August 1, 1813.
T. J. Beall, Sept. 26, 1818,	Brevet, March 17, 1814.
W. Hoffman, May 1, 1819.	
J. H. Wilkins, August 28.	
G. Dearborn, Sept. 30.	
T. Staniford, Mar. 1, 1820.	
B. A. Boynton, Jan. 8, 1823.	
Owen Ransom, Jan. 25.	
FIRST LIEUTENANTS.	
J. Young, June 30, 1814,	Assist. com. subsistence.
Walter Bicker, Jun. Sep. 1,	Assist. com. subsistence.
R. M. Harrison, Nov. 1, 1817,	Assist. com. subsistence.
C. F. Morton, Mar. 31, 1819.	
Seth Johnson, May 1.	
Joshua B. Brant, Dec. 1,	A. q. m. bvt. Sept. 17, 1814.
John Clitz, Dec. 31,	Adjutant.
E. K. Barnum, Dec. 31, 1820.	
J. Bradley, Oct. 2, 1822.	
E. V. Sumner, Jan. 25, 1823.	
SECOND LIEUTENANTS.	
Edmund B. Griswold, Aug. 13, 1819.	
Sam. L. Russel, Aug. 13.	
D. Brooks, Jan. 28, 1820.	
Carlos A. Waite, Jan. 28.	
J. B. Pendleton, July 12.	
J. S. Gallagher, Oct. 4.	
T. Morris, July 1, 1822.	
J. J. B. Kingsbury, July 1, 1823.	
J. R. Smith, July 1, 1823.	
H. Day, do	

Third Infantry.

COLONEL.	
N. Pinkney, May 13, 1820.	
LIEUTENANT COLONEL.	
John McNeal, jr., Feb. 24, 1818.	Col. brevet, July 25, 1814.
MAJOR.	
D. Baker, June 1, 1819,	Brevet, August 9, 1812.
CAPTAINS.	
W. Whistler, Dec. 31, 1812,	Major brvt. Dec. 31, 1822.
John Bliss, May 13, 1813,	Major brvt. May 13, 1823.
Benj. Watson, August 15,	Major brvt. July 25, 1814.
H. Bradley, Ap. 19, 1814.	
John Green, Sept. 25.	
J. Garland, May 7, 1817.	
W. Browning, Nov. 1,	Brevet, October 31, 1814.
J. S. Nelson, Aug. 13, 1819,	Brevet, April 30, 1813.
S. H. Webb, July 9, 1820.	
W. G. Belknap, Feb. 1, 1822.	
FIRST LIEUTENANTS.	
John B. Clark, May 7, 1817,	Assist. com. subsistence.
Ed. E. Brooks, June 1.	
A. Lewis, Feb. 10, 1818,	Assist. com. subsistence.
T. J. Harrison, April 20.	
James Dean, Oct. 31,	Adjutant.
H. Webster, Ap. 5, 1820.	
Henry H. Loring, Oct. 17.	
S. W. Hunt, Feb. 1, 1822.	
J. W. Webb, Aug. 11, 1823.	
Benj. Walker, Oct. 13.	
SECOND LIEUTENANTS.	
L. N. Morris, July 1, 1820.	
Stewart Cowan, July 12.	
Otis Wheeler, July 1, 1821.	
Henry Bainbridge, do	
Geo. Wright, July 1, 1822.	
John D. Hopson, do	
Aaron M. Wright, July 1,	Assist. com. subsistence.
J. W. Cotton, July 1, 1823.	
E. B. Alexander, do	
E. B. Birdsall, do.	

Fourth Infantry.

COLONEL.	
D. L. Clinch, Ap. 20, 1819.	
LIEUTENANT COLONEL.	
G. M. Brooke, Mar. 1, 1819,	Col. brevet, Sept. 17, 1814.
MAJOR.	
W. Bradford, Oct. 6, 1822,	Brevet, August 20, 1814.
CAPTAINS.	
S. Donoho, July 6, 1812,	Maj. brevet, July 6, 1822.
J. H. Hook, May 20, 1813,	Maj. brevet, May 20, 1823.
J. S. McIntosh, Mar. 8, 1817.	
J. M. Glassell, Feb. 10, 1818.	
Francis L. Dade, Feb. 24.	
Philip Wager, May 8.	
H. Wilson, April 20, 1819.	
R. M. Sands, April 30.	
F. W. Brady, Dec. 31, 1820.	
H. R. Dulany, Feb. 3, 1822.	
FIRST LIEUTENANTS.	
Wm. Lear, Feb. 24, 1818.	
Jer. Yancey, Dec. 1.	
G. W. Allen, Jan. 1, 1819.	
J. Page, do	Assist. com. subsistence.
E. Webb, July 31, 1819.	
W. M. Graham, Aug. 11.	
E. H. Alexander, Aug. 20, 1820.	
T. Johnston, Dec. 31, 1820.	
J. B. Shaw, Feb. 3, 1822.	
A. W. Thornton, Apr. 25, 1823.	Assist. com. subsistence.

ARMY REGISTER—Continued.

Names and rank.	Brevets and former commissions.
SECOND LIEUTENANTS.	
G. Mountz, Jan. 28, 1820.	
J. B. Triplet, Oct. 27.	
William Martin, do	Adjutant.
P. Morrison, do	
W. Lacey, July 1, 1822.	
Eustace Trenor, do	
G. A. McCall, do	
L. Thomas, July 1, 1823.	
R. D. C. Collins, do	
Elias Phillips, do.	
Fifth Infantry.	
COLONEL.	
J. Snelling, June 1, 1819.	
LIEUTENANT COLONEL.	
W. Morgan, Nov. 10, 1818.	
MAJOR.	
J. H. Vose, Dec. 31, 1820,	Brevet, August 4, 1814.
CAPTAINS.	
S. Burbank, Mar. 13, 1813,	Maj. brevet, July 25, 1814.
George Bender, May 13,	Maj. brevet, May 13, 1823; assistant quartermaster.
M. Marston, June 26,	Maj. brevet, Aug. 15, 1814.
T. Hamilton, Feb. 21, 1814.	
J. Fowle, jr., June 10.	
M. I. Magee, Feb. 10, 1815.	
C. L. Cass, Dec. 31, 1818.	
T. F. Hunt, May 20, 1820,	Assistant quartermaster.
J. Plympton, June 1, 1821.	
D. Wilcox, April 1, 1822.	
FIRST LIEUTENANTS.	
R. A. McCabe, Oct. 16, 1816,	Brevet, May 1, 1814.
Nathan Clark, Mar. 3, 1817,	Assist. com. subsistence.
T. Hunt, July 1,	Assist. com. subsistence.
J. McIlvain, April 30, 1819.	
M. Scott, Nov. 2.	
G. Lowe, March 15, 1820.	
P. R. Green, Mar. 27,	Adjutant.
C. Burbridge, June 1, 1821.	
J. B. F. Russell, Nov. 1.	
C. C. Hobart, Apr. 1, 1822.	
SECOND LIEUTENANTS.	
J. M. Baxley, Aug. 13, 1819.	
W. E. Cruger, July 12, 1820.	
Phineas Andrews, Oct. 27.	
W. Alexander, do	
S. M. Capron, July 1, 1821.	
Julius A. d'Lagnel, do	Assist. com. subsistence.
St. C'r Denny, July 1, 1822.	
David Hunter, do	
John R. Wilcox, do	Assist. com. subsistence.
Henry Clark, do	
Sixth Infantry.	
COLONEL.	
H. Atkinson, Ap. 15, 1814,	Brig. gen. brevet, May 13, 1820.
LIEUTENANT COLONEL.	
Henry Leavenworth, Feb. 10, 1818.	Col. brevet, July 25, 1814.
MAJOR.	
A. R. Woolley, Feb. 9, 1815.	
CAPTAINS.	
W. S. Foster, Mar. 13, 1813,	Maj. brvt. Aug. 15, 1814.
D. Ketchum, Sept. 30, 1813,	Maj. brvt. July 25, 1814.
C. Larrabee, Feb. 21, 1814,	Maj. brvt. Aug. 9, 1812.
Wm. Armstrong, July 31, 1818.	
B. Riley, August 6, 1818.	
James S. Gray, Nov. 10.	
E. Shaler, April 30, 1819.	
J. Clark, jr., Aug. 27, 1822,	Assistant quartermaster.
John Gantt, Feb. 28, 1823.	
C. Pentland, July 21.	
FIRST LIEUTENANTS.	
J. Brown, Aug. 18, 1819,	Assistant quartermaster.
Z. C. Palmer, Mar. 1, 1820,	Assist. com. subsistence.
Alf. Mitchell, Dec. 1.	
Wm. N. Wickliffe, Aug. 27, 1822.	
Henry Smith, Jan. 8, 1823.	
N. I. Cruger, February 28.	
Thomas Noel, April 16.	
W. W. Morris, May 29.	
Joseph Pentland, June 1.	
Jason Rogers, July 21.	
SECOND LIEUTENANTS.	
D. H. Vinton, July 1, 1822.	
G. W. Folger, do	
R. Holmes, July 1, 1823.	
G. W. Waters, do	
Levi Nute, do	
M. W. Batman, do	
George Andrews, do	
Asa Richardson, do	
John Nichols, do	
G. H. Crosman, do.	
Seventh Infantry.	
COLONEL.	
M. Arbuckle, Mar. 16, 1820.	
LIEUTENANT COLONEL.	
J. B. Many, June 1, 1821.	
MAJOR.	
A. Cummings, Ap. 20, 1819.	
CAPTAINS.	
W. Davenport, Sep. 28, 1812,	Maj. brvt. Sept. 28, 1822.
John Jones, July 29, 1813,	Maj. brvt. July 29, 1823.
Geo. Birch, Aug. 31, 1816.	
R. B. Hyde, Oct. 31, 1818.	
Nath. Young, Jan. 1, 1819.	
G. Leftwich, June 15.	
Trueman Cross, Sept. 27,	Assistant quartermaster.
D. E. Burch, June 30, 1820,	Assistant quartermaster.
H. Berryman, Oct. 6, 1822.	
George Murdock, Dec. 31.	
FIRST LIEUTENANTS.	
J. Philbrick, April 11, 1819,	Assist. com. subsistence.
N. G. Wilkinson, May 31.	
W. N. Bronaugh, Dec. 31.	
Rich. Wash, June 30, 1820.	
B. L. E. Bonneville, July 9,	Assist. com. subsistence.
J. B. Hobkirk, Oct. 31.	
P. Butler, Mar. 1, 1822.	
John Stewart, Oct. 6.	
W. S. Colquhoun, Dec. 31,	Assist. com. subsistence.
W. W. Outlaw, Feb. 21, 1823.	
SECOND LIEUTENANTS.	
E. S. Hawkins, July 1, 1820.	
C. Thomas, June 1, 1821.	
James Dawson, do	Adjutant.
A. H. Morton, July 1.	
Francis Lee, July 1, 1822.	
J. R. Stephenson, do	
Thomas Johnson, do	
T. McNamara, do	
J. A. Phillips, July 1, 1823.	
J. E. Newell, do.	

ARMY REGISTER—Continued.

LINEAL RANK.

COLONELS.

Hugh Brady,	2 infantry, brig. gen. brevet.
Henry Atkinson,	6 infantry, brig. gen. brevet.
T. Chambers,	1 infantry.
W. K. Armistead,	3 artillery.
Duncan L. Clinch,	4 infantry.
J. Snelling,	5 infantry.
Matthew Arbuckle,	7 infantry.
Ninian Pinkney,	3 infantry.
John R. Fenwick,	4 artillery.
James House,	1 artillery.

LIEUTENANT COLONELS.

William Lindsay,	3 artillery, colonel brevet.
William Macrea,	2 artillery.
George Bomford,	1 artillery.
Henry Leavenworth,	6 infantry, colonel brevet.
J. McNeal, jun.,	3 infantry, colonel brevet.
William Lawrence,	2 infantry.
W. Morgan,	5 infantry.
George M. Brooke,	4 infantry, colonel brevet.
Z. Taylor,	1 infantry.
James B. Many,	7 infantry.
Abraham Eustis,	4 artillery.

MAJORS.

J. Hindman,	2 artillery, colonel brevet.
James Bankhead,	3 artillery, lt. col. brevet.
A. R. Woolley,	6 infantry.
Richard Whartenby,	1 infantry.
E. Cutler,	2 infantry.
John B. Walbach,	1 artillery, lt. col. brevet.
Alexander Cummings,	7 infantry.
Daniel Baker,	3 infantry.
J. H. Vose,	5 infantry.
William Wilson,	4 artillery.
W. Bradford,	4 infantry.

CAPTAINS.

Enoch Humphreys,	4 artillery, major brevet.
J. B. Crane,	1 artillery, major brevet.
R. Jones,	3 artillery, lt. col. brevet.
Alexander S. Brooks,	1 artillery, major brevet.
S. B. Archer,	3 artillery, inspector gen.
John A. Burd,	3 artillery, major brevet.
Sanders Donoho,	4 infantry, major brevet.
David E. Twiggs,	1 infantry, major brevet.
Thomas Stockton,	3 artillery, major brevet.
William Davenport,	7 infantry, major brevet.
William Whistler,	3 infantry, major brevet.
William Gates,	2 artillery, major brevet.
A. C. W. Fanning,	2 artillery, major brevet.
William S. Foster,	6 infantry, major brevet.
S. Burbank,	5 infantry, major brevet.
Stephen W. Kearney,	1 infantry, major brevet.
J. Roach, jun.,	2 artillery, major brevet.
J. F. Heileman,	2 artillery, major brevet.
George Bender,	5 infantry, major brevet.
John Bliss,	3 infantry, major brevet.
James H. Hook,	4 infantry, major brevet.
M. Marston,	5 infantry, major brevet.
John Jones,	7 infantry, major brevet.
J. Dalliba,	1 artillery, major brevet.
G. Talcott,	2 artillery, major brevet.
S. Churchill,	1 artillery, major brevet.
Benjamin Watson,	3 infantry, major brevet.
Daniel Ketchum,	6 infantry, major brevet.
C. Larabee,	6 infantry, major brevet.
B. K. Pierce,	4 artillery, major brevet.
H. K. Craig,	3 artillery, major brevet.
Thomas Hamilton,	5 infantry.
M. M. Payne,	4 artillery.
H. Bradley,	3 infantry.
Alexander R. Thompson,	2 infantry.
J. Fowle, Jun.,	5 infantry.
W. J. Worth,	1 artillery, major brevet
John Green,	3 infantry.
Newman S. Clarke,	2 infantry.
John R. Bell,	4 artillery.
M. P. Lomax,	3 artillery.
W. Wade,	4 artillery.
M. J. Magee,	5 infantry.
Milo Mason,	1 artillery.
Charles J. Nourse,	2 artillery.
George Birch,	7 infantry.
George N. Morris,	4 artillery.
Henry Whiting,	1 artillery.
J. S. McIntosh,	4 infantry.
Elijah Boardman,	2 infantry.
John Garland,	3 infantry.
Francis S. Belton,	2 artillery.
James H. Gale,	1 infantry.
William Browning,	3 infantry.
James M. Glassell,	4 infantry.
F. L. Dade,	4 infantry.
J. Erving,	4 artillery.
Philip Wager,	4 infantry.
William Armstrong,	6 infantry.
Bennet Riley,	6 infantry.
Thomas J. Beall,	2 infantry.
R. B. Hyde,	7 infantry.
James S. Gray,	6 infantry.
R. A. Zantzinger,	2 artillery.
C. L. Cass,	5 infantry.
N. Young,	7 infantry.
W. V. Cobbs,	1 infantry.
Gustavus Loomis,	1 infantry.
Henry Wilson,	4 infantry.
Thomas F. Smith,	1 infantry.
E. Shaler,	6 infantry.
Richard M. Sands,	4 infantry.
William Hoffman,	2 infantry.
G. Leftwich,	7 infantry.
R. B. Mason,	1 infantry.
John Mountfort,	2 artillery.
J. S. Nelson,	3 infantry.
John H. Wilkins,	2 infantry.
F. Whiting,	1 artillery.
R. L. Baker,	1 artillery.
Trueman Cross,	7 infantry.
Greenleaf Dearborn,	2 infantry.
Felix Ansart,	3 artillery.
Thomas Staniford,	2 infantry.
Thomas C. Legate,	2 artillery.
Thomas F. Hunt,	5 infantry.
Daniel E. Burch,	7 infantry.
Stephen H. Webb,	3 infantry.
William H. Ker,	1 infantry.
F. W. Brady,	4 infantry.
J. Plympton,	5 infantry.
W. G. Belknap,	3 infantry.
H. R. Dulany,	4 infantry.
D. Wilcox,	5 infantry.
G. Powell,	1 infantry.
S. Spotts,	3 artillery.
L. Whiting,	4 artillery.
G. C. Spencer,	1 infantry.
J. Clark,	6 infantry.
H. Berryman,	7 infantry.
D. T. Welch,	3 artillery.
Æneas Mackay,	3 artillery.
George Murdock,	7 infantry.
B. A. Boynton,	2 infantry.
Owen Ransom,	2 infantry.
John Gantt,	6 infantry.
Charles Pentland,	6 infantry.
W. L. McClintock,	4 artillery.
J. L. Gardner,	4 artillery.
H. Saunders,	1 artillery.

ARMY REGISTER—Continued.

The following officers have heretofore held appointments in the staff of the army, with brevet rank of a higher grade than that which they lineally hold at present, viz:

Names.	Present lineal rank.	Staff appointments with their brevet rank.	Date.
John B. Walbach,	Major,	Adjutant general and colonel,	6 August, 1813
James Bankhead,	Major,	Adjutant general and colonel,	9 September, 1813
John R. Bell,	Captain,	Inspector general and colonel,	28 October, 1814
Roger Jones,	Captain,	Adjutant general and colonel,	10 August, 1818
J. Erving, Jr.,	Captain,	Assistant adjutant general and major,	1 April, 1813
S. Churchill,	Captain,	Assistant inspector general and major,	29 August, 1813
Mann P. Lomax,	Captain,	Assistant adjutant general and major,	3 March, 1814
Charles J. Nourse,	Captain,	Assistant adjutant general and major,	14 September, 1814
F. S. Belton,	Captain,	Assistant adjutant general and major,	18 October, 1814
Milo Mason,	Captain,	Deputy quartermaster general and major,	29 April, 1816
R. M. Kirby,	1st lieutenant,	Assistant adjutant general and major,	29 April, 1816
J. M. Glassell,	Captain,	Assistant adjutant general and major,	22 May, 1818
T. Cross,	Captain,	Assistant inspector general and major,	17 October, 1820
James Green,	2d lieutenant,	Assistant deputy quartermaster gen. and capt.,	11 September, 1818
R. M. Harrison,	1st lieutenant,	Assistant deputy quartermaster gen. and capt.,	3 May, 1819
J. B. Brant,	1st lieutenant,	Assistant deputy quartermaster gen. and capt.,	30 November, 1819
J. L. Gardner,	1st lieutenant,	Assistant deputy quartermaster gen. and capt.,	18 May, 1820

The following list of Cadets is attached to the Army Register, conformably to a regulation for the government of the Military Academy, requiring the names of the most distinguished Cadets, not exceeding five in each class, to be reported for this purpose at each annual examination.

REPORTED AT THE EXAMINATION IN JUNE, 1823.

Names.	Studies in which each Cadet particularly excels.
First Class.	
Alfred Mordecai,	Mathematics, natural philosophy, engineering, chemistry and mineralogy, history and moral science, French language, and tactics.
George S. Green,	Mathematics, natural philosophy, engineering, history and moral science, and tactics.
George C. Richards,	Mathematics, natural philosophy, engineering, chemistry and mineralogy, history and moral science, and tactics.
Reuben Holmes,	Mathematics, natural philosophy, engineering, and French language.
Samuel M. Southerland,	Natural philosophy, engineering, and tactics.
Second Class.	
Dennis H. Mahan,	Natural philosophy, chemistry, and drawing.
John W. A. Smith,	Natural philosophy, chemistry, and drawing.
Robert P. Parrott,	Natural philosophy and chemistry.
Napoleon B. Bennett,	Natural philosophy, chemistry, and drawing.
Edward Hazzard,	Natural philosophy and chemistry.
Third Class.	
Alexander D. Bache,	Mathematics, French language, and drawing.
Peter McMartin,	Mathematics, French language, and drawing.
Horace Smith,	Mathematics, French language, and drawing.
Thompson S. Brown,	Mathematics and drawing.
Raphael C. Smead,	Mathematics and drawing.
Fourth Class.	
William H. C. Bartlett,	Mathematics and French language.
William Bryant,	Mathematics and French language.
Charles G. Ridgely,	Mathematics and French language.
George Woodbridge,	Mathematics and French language.
Daniel S. Herring,	Mathematics and French language.

Resignations, &c. since the publication of the last Register.

RESIGNATIONS.

Captains.

A. L. Sands, 4th artillery, November 1, 1823.
William Haile, 6th infantry, February 28, 1823.
William Martin, 6th infantry, July 21, 1823.

Lieutenants.

Frederick A. Underhill, engineers, November 1, 1823.
Robert C. Brent, 1st artillery, November 1, 1823.
R. H. Winder, 3d artillery, August 31, 1823.
John C. Kirk, 4th artillery, September 30, 1823.
Joseph N. Chambers, 4th artillery, November 6, 1823.
Edward J. Lambert, 1st infantry, September 30, 1823.
Jasper Strong, 1st infantry, December 25, 1823.
Benjamin H. Wright, 2d infantry, June 1, 1823.
Edward N. Dulany, 4th infantry, May 1, 1823.
W. D. McCray, 6th infantry, June 1, 1823.
D. M. Porter, 6th infantry, July 31, 1823.

Paymaster.

Jacob W. Albright, May 13, 1823.

Assistant Surgeons.

H. F. Hall, June 30, 1823.
A. P. Merrill, September 21, 1823.

DEATHS.—*Captains.*

James H. Ballard, 4th artillery, January 15, 1823.
M. S. Massey, 4th artillery, August 11, 1823.

ARMY REGISTER—Continued.

Lieutenants.

Horace C. Story, engineers, July 28, 1823.
Peter Mellendy, 1st artillery, May 15, 1823.
Ethan C. Sickles, 4th artillery, October 12, 1823.
W. Macolm, 1st infantry, August 7, 1823.
Thomas J. Ayres, 1st infantry, September 14, 1823.
James B. Allen, 3d infantry, August 21, 1823.
Horace N. Baker, 3d infantry, October 13, 1823.
Gabriel Field, 6th infantry, April 16, 1823.
Thomas W. Kavanaugh, 6th infantry, May 29, 1823.
J. Wheelock, 7th infantry, February 21, 1823.

Assistant Surgeons.

W. Stewart, September —, 1823.
Charles Mendenhall, October 15, 1823.
James Cutbush, December 15, 1823.

DISMISSED.

Captain.

J. L. Eastman, 1st artillery, November 4, 1823.

Lieutenants.

R. C. Pomeroy, 3d infantry, August 11, 1823.
W. H. Mann, 4th infantry, April 25, 1823.

The Western Department comprises all west of a line drawn from the southernmost point of East Florida, to the northwest extremity of lake Superior, taking in the whole of Tennessee and Kentucky; and the Eastern Department all east of such line.

The head-quarters of the general-in-chief is in the District of Columbia.

The head-quarters of the commanding general of the Western Department is at Louisville, Kentucky; and the head-quarters of the commanding general of the Eastern Department is at Governor's Island, New York.

Cadets acting as supernumerary officers in the army, by brevet commissions, will be promoted successively to vacancies which may occur in the lowest grade of the arm to which they may be attached, conformably to the rank held by each on the merit roll when recommended for promotion.

Those officers, whose stations are changed by transfers and promotions, will report for duty accordingly.

C. J. NOURSE, *Acting Adjutant General.*

18th CONGRESS.] **No. 250.** [1st SESSION.

CLAIM OF A PAYMASTER OF A REGIMENT OF MILITIA.

COMMUNICATED TO THE SENATE, JANUARY 30, 1824.

Mr. TAYLOR, from the Committee on Military Affairs, to whom was referred a bill for the relief of James Johnson, reported:

That Colonel Richard M. Johnson commanded, during the late war with Great Britain, a regiment of mounted infantry; that he appointed James Johnson paymaster to said regiment; that the service of this regiment was performed, during the summer and fall of 1813, on the frontier of the State of Ohio, including Fort Wayne, Fort Meigs, Lower Sandusky, Brownstown, and Detroit; that, during this service, which lasted six months, the regiment had to furnish themselves with rations, a portion of the time, at their own expense, on account of the impracticability of furnishing the rations on the part of the Government; that, in making out an estimate of the amount due the non-commissioned officers, musicians, and privates, the commandant of said regiment gave the order that the rations furnished by the men should be estimated at twenty cents per ration, under a belief that the law authorized that sum; that the estimate was made out accordingly, and the rations estimated at twenty cents, when, in fact, the only act which had a direct bearing on this part of the payment to the non-commissioned officers, musicians, and privates, was passed in January, 1795, and which allowed only twenty-five cents for forage and rations per day, for each individual, making an excess to each of seven and a half cents per ration, for rations which were, by the said non-commissioned officers, musicians, and privates of said regiment, furnished by them during said service, making a total of four thousand three hundred and two dollars and seventy-five cents, the sum provided for by the bill. It also appears to your committee, from record evidence, furnished by the Third Auditor, that, within the same period, and within the same district of country in which said regiment operated and furnished themselves with rations, the Government gave to Orr and Greely from twenty to twenty-five cents, making an average of twenty-two and a half cents per ration, which the Government would have given, provided the ration had been furnished by the contractors, or the agents of the Government. In examining the report of balances made to Congress at the last session, your committee find that the Third Auditor, after stating the nature of this balance, concludes by saying, that, under the peculiar circumstances of the case, in his opinion, legislative provision would not be unreasonable. Your committee have thought it consistent with their duty to make this summary statement of facts, and to annex the evidence upon it which is given, viz: paper marked A is an extract of a letter from Peter Hagner, explaining the nature of the balance provided for; the paper marked B contains an extract furnished by the Third Auditor, as to the contract price of rations given to Orr and Greely during the same period, and within the same district of country, in which said regiment performed its military service; and paper marked C being an extract of the remarks of the Third Auditor in his report of the last session of Congress as to this balance. Upon this statement of the case, your committee think it would be reasonable and expedient to give the relief asked for, more especially when they recollect that the Government was not able to furnish the rations to the regiment, as in ordinary cases; that, if they had been furnished by Government, the cost would have amounted to more than twenty cents, the price allowed; that a previous estimate was made and presented to the disbursing officer of the Government, who made the advance accordingly, and the money being faithfully paid, according to such estimate, that it would be impracticable for said James Johnson to recover this small sum from a regiment which consisted of upwards of one thousand men, and the loss must fall upon the said James Johnson, who has faithfully disbursed the money according to the order of his commanding officer; and that the said regiment performed their duty with fidelity to their country. Upon this view of the case, the committee beg leave to report the bill without an amendment.

A.

Extract of a letter from Peter Hagner, Esq., Third Auditor.

SIR: TREASURY DEPARTMENT, THIRD AUDITOR'S OFFICE, *January* 1, 1824.

Agreeably to your request, I have the honor to state that the amount deducted from James Johnson's account, as late paymaster of your regiment of mounted Kentucky militia, in consequence of his having paid the non-commissioned officers, musicians, and privates, who furnished themselves with rations and forage, more than the law of the 2d of January, 1795, authorized, is $4,302 75. The whole of the foregoing sum was deducted in consequence of the law allowing only twenty-five cents per day for "*rations and forage*," and the payments appearing to have been made at the rate of twenty cents per day for the ration, and twelve and a half cents for forage, making a total sum of thirty-two and a half cents per day, and, consequently, an excess of seven and a half cents per day to each man more than the law warranted.

[NOTE.—Exhibits B and C are not now to be found.]

18th CONGRESS.] No. 251. [1st SESSION.

RULES AND REGULATIONS.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, FEBRUARY 23, 1824.

To the House of Representatives of the United States: WASHINGTON, *February* 23, 1824.

The House of Representatives, on the 12th instant, having "resolved that the President of the United States be requested to inform this House whether the rules and regulations, compiled by General Scott, for the government of the army, are now in force in the army, or any part thereof; and by what authority the same have been adopted and enforced," I herewith transmit a report from the Department of War, which contains the information required.

JAMES MONROE.

DEPARTMENT OF WAR, *February* 16, 1824.

The Secretary of War, to whom was referred the resolution of the House of Representatives, requesting the President of the United States to inform that House "whether the rules and regulations, compiled by General Scott, for the government of the army, are now in force in the army, or any part thereof; and by what authority the same have been adopted and enforced," has the honor to state, that, after the repeal of the fourteenth section of the act of the 2d of March, 1821, which established the book of rules and regulations, compiled by General Scott, for the government of the army, the President caused the said book of rules and regulations to be continued in force by general order; a copy of which is herewith enclosed.

Respectfully submitted.

J. C. CALHOUN.

To the PRESIDENT OF THE UNITED STATES.

No. 33.

ADJUTANT GENERAL'S OFFICE, WASHINGTON, *May* 22, 1822.

ORDERS.

The fourteenth section of the act of the 2d of March, 1821, having been repealed by the act of the 7th of May, 1822, "the general regulations for the army" rest solely on the sanction of the President of the United States. The said regulations are, therefore, continued in force by his authority, in all cases where they do not conflict with positive legislation.

By order:

CHARLES J. NOURSE, *Acting Adjutant General.*

18th CONGRESS.] No. 252. [1st SESSION.

ESTIMATE OF THE EXPENSE OF TRANSPORTING TWO HUNDRED TROOPS TO THE MOUTH OF COLUMBIA RIVER.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, FEBRUARY 23, 1824.

To the House of Representatives of the United States: WASHINGTON, *February* 20, 1824.

The House of Representatives, on the 26th ultimo, having "resolved that the President be requested to cause to be laid before the House an estimate of the expense which would be incurred by transporting two hundred of the troops now at the Council Bluffs to the mouth of the Columbia or Oregon river," I herewith transmit a report of the Secretary of War, which contains the information required.

JAMES MONROE.

DEPARTMENT OF WAR, *February* 17, 1824.

The Secretary of War, to whom was referred the resolution of the House of Representatives of the 26th of January last, requesting the President of the United States to cause to be laid before the House "an estimate of the expense which would be incurred by transporting two hundred of the troops now at the Council Bluffs to the mouth of the Columbia or Oregon river," has the honor to transmit, herewith, a report of the quartermaster general, which contains the information required.

Respectfully submitted.

J. C. CALHOUN.

The PRESIDENT OF THE UNITED STATES.

SIR: QUARTERMASTER GENERAL'S OFFICE, WASHINGTON CITY, *February* 16, 1824.

In obedience to your order, dated the 30th ultimo, requiring an estimate of the probable expense of transporting two hundred of the troops now at the Council Bluffs, on the Missouri river, to the mouth of Columbia or Oregon river, I have the honor to report that the expense will consist:

1. Of an outfit of boats, and the necessary tools and materials to keep them in repair, to transport the detachment from the Council Bluffs to the head of navigation on the Missouri or Yellow Stone river;

2. The number of horses necessary to transport the detachment, their provisions, and stores, from that place to some navigable point on the Columbia river, and tools to open a road and construct bridges on the route; and

3. The tools and materials necessary to enable them to construct boats to descend the Columbia.

I take it for granted that the ordnance, clothing, provisions, and all the heavy baggage required for the use of the detachment, after it shall have arrived at its destination, will be transported by sea, and that no other supplies than those actually necessary on the march will be taken across the Rocky Mountains. If so, the whole outfit, including arms, ammunition, and provisions for twelve months, would not exceed one hundred and forty tons; to transport which, ten boats, which, with all their equipments, would not exceed seven hundred dollars each, would be sufficient.

Fifteen hundred dollars would provide all the tools that would be required in opening a road and constructing bridges between the navigable points of the Missouri and the Columbia; and two hundred horses would be amply sufficient for the transportation over that route. These horses could be obtained from the Pawnees, near the Council Bluffs, or from the Mandans, at about thirty dollars each, in merchandise; and, perhaps, would not cost the Government more than fifteen or twenty dollars each, in cash; at all events, not more than twenty-five dollars each.

Fifteen hundred dollars would provide all the tools and materials necessary to construct boats to descend the Columbia.

The necessary expense, then, incident to the movement, would be—

For ten boats, at $700 each,	$7,000
For intrenching and other tools necessary on the march,	1,500
For two hundred horses, at thirty dollars each, in merchandise, say twenty-five dollars each,	5,000
Tools and materials for boats on the Columbia,	1,500
Total,	15,000
Add an equal sum for unforeseen expenses,	15,000
And the whole amount required will be	$30,000

To transport the heavy baggage, ordnance, and a supply of provisions, by sea, whaling or sealing vessels, or northwest traders, it is believed, might be chartered at about five or six thousand dollars each; two would be sufficient; say they would cost $7,000 each; and the amount of sea transportation would be $14,000; making the entire expense of the operation, by land and water, $44,000.

Small as this estimate may appear, when we consider the magnitude of the object proposed to be accomplished, I feel confident that, if the operations be conducted by the military, it will be more than sufficient.

I have the honor to be, sir, your obedient servant,

TH. S. JESUP,
Brigadier General and Quartermaster General.

Hon. JOHN C. CALHOUN, *Secretary of War, Washington City.*

18th CONGRESS.] No. 253. [1st SESSION.

CLAIM TO THE LAND ON WHICH FORT DELAWARE IS ERECTED.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, FEBRUARY 26, 1824.

To the House of Representatives: FEBRUARY 24, 1824.

I transmit, herewith, a report of the Secretary of War, containing the information called for by a resolution of the House of Representatives of the United States, passed on the 4th instant, respecting any suit or suits which have been, or are now depending, in which the United States are interested, for the recovery of the Pea Patch.

JAMES MONROE.

DEPARTMENT OF WAR, *February* 14, 1824.

The Secretary of War has the honor to transmit, herewith, a report of the chief engineer, dated the 12th instant, containing the information called for by a resolution of the House of Representatives of the United States, passed on the 4th instant, respecting any suit or suits which have been, or are now depending, in which the United States are interested, for the recovery of the Pea Patch.

Which is respectfully submitted.

J. C. CALHOUN.

The PRESIDENT OF THE UNITED STATES.

SIR: ENGINEER DEPARTMENT, *February* 12, 1824.

In obedience to your orders, in relation to a resolution of the House of Representatives of the United States' passed on the 4th instant, in which the President of the United States is requested to communicate to that House "a statement showing the situation of any suit or suits which have been, or now are depending, in which the United States are interested, for the recovery of the possession of a tract of land commonly called the Pea Patch, and on which Fort Delaware is situated; specifying the amount of money paid by the United States in each case; to whom paid, and the time, respectively; by whom, on what account, and from what fund;" I have the honor to report, that an action of ejectment by Dr. Henry Gale, of New Jersey, against Major Babcock, the engineer superintending the erection of Fort Delaware, was commenced in the circuit court of the United States for the district of New Jersey, and continued until the spring term of the year 1822, when it was discontinued. In the autumn of that year the same action was revived in the supreme court of the State of New Jersey, in the name of John Den (on the demise of Henry Gale) and the State of New Jersey against Major Babcock before mentioned. The case was removed from the supreme court of New Jersey to the circuit court of the United States for the district of New Jersey, and there remained until April, 1823, when the judges, believing that it was not within the jurisdiction of that court, remanded it to the supreme court of New Jersey, where it now remains ready for trial whenever the counsel for the plaintiff shall think proper to bring it on.

The case being one of great importance, on account of the value of the Pea Patch to the United States, as the only position adapted to the defence of the Delaware, and the large sum expended upon it, and on account of its involving the question of title between the States of New Jersey and Delaware, it was proper that respectable legal talents should be engaged to defend it. Accordingly, as the question of title would involve the laws of both States, the United States' attorney of each was employed, and able counsel were associated with them; Mr. Stockton with Mr. McIlvaine, the attorney for New Jersey; and Mr. Rodney in the first instance, and, on his leaving the country, Mr. Van Dyke, who was recommended by Mr. Rodney, with Mr. Read, the attorney for Delaware. Mr. Rodney and Mr. Van Dyke were each paid $500; the services they were required to perform being out of their State, and at a distance from their homes. Mr. Read was paid the same, having performed the same services, which did not belong to his official duty, as they were not performed within his district. Mr. Stockton, being in the vicinity of the court, was paid $100. Mr. McIlvaine was paid, as United States' attorney, the expenses authorized by law; his account, amounting to $209 62, having been submitted to and approved by the attorney general of the United States. These payments were all made by warrants on the Treasury of the United States, with the exception of that to Mr. Stockton, which was paid by Major Babcock. They were for professional services, and were drawn from the appropriations for Fort Delaware and contingencies of fortifications. Mr. Rodney received his on the 8th of November, 1820; Mr. Read on the 11th of July, 1821; Mr. Stockton on the 11th of July, 1822; Mr. McIlvaine on the 12th of December, 1822; and Mr. Van Dyke on the 5th of January, 1824.

Respectfully submitted.

ALEXANDER MACOMB, *Maj. Gen., Chief Engineer.*

The Hon. J. C. CALHOUN, *Secretary of War.*

18th CONGRESS.] No. 254. [1st SESSION.

AMMUNITION FOR CAPTAIN PARTRIDGE'S ACADEMY.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, MARCH 3, 1824.

Mr. HAMILTON made the following report:

The Committee on Military Affairs, to whom was referred a resolution instructing it "to inquire into the expediency of authorizing the Secretary of War to permit the issue of ammunition to Captain Alden Partridge, Superintendent of the American Literary, Scientific, and Military Academy, for the improvement of the pupils of the said academy in practical gunnery," beg leave to report:

That, in the consideration of this subject, they have felt that it was their duty to discuss the policy inseparably connected with the resolution; nor have they been unmindful of the necessity of instituting a proper inquiry into the merits of the seminary for which the proposed bounty is intended.

Your committee would deem it altogether superfluous that they should at this moment enforce, by any argument of theirs, the utility of encouraging the diffusion of useful knowledge, or that they should insist on a position so indisputably true, that a Government cannot employ its energies more beneficially, or act under a higher moral sanction, than by advancing the prosperity of institutions of learning. But the proposition submitted for their consideration affects the country in one of its most interesting relations—its defence; and, as such, it forms one of the most important objects of our notice and regard. If it be admitted that the existence and dissemination of the knowledge of the military science is perhaps more important to the ultimate defence of the country than the continuance of a standing army in time of peace, the promotion of this sort of learning may well be called "the cheap defence of nations." The only inquiry would then seem to be whether the academy of Captain Partridge

is subservient to these important purposes. And here your committee would rely on the fact that this institution is founded on the basis of military subordination; and one of the primary branches of its course of instruction is the theory of the art of war, as far as it can be taught in reference to its abstract principles.

It appears that, independently of the superintendent, (a gentleman of acknowledged genius and distinguished attainments,) who takes upon himself the instruction of his pupils in mathematics, natural and moral philosophy, and the military science, there are at this school the following professorships, each filled by a separate instructor: 1st, of ethics and belles-lettres; 2d, geography and history; 3d, chemistry; 4th, practical geometry and topography; 5th, of the Greek language; 6th, of the Latin language; 7th, of the French language. Organized as this institution is, your committee must regard it as a very essential auxiliary to the academy at West Point, as the lesser tactics are taught by field exercises, together with castrametation, military surveying, and most of the duties incident to active service in the presence of an enemy.

Out of one hundred and fifty students now at Captain Partridge's academy there are eight officers of the navy of the United States, on furlough, pursuing those studies which are indispensably connected with the duties of their profession; and among the rest of the pupils there are several who are looking to the navy as their ultimate avocation, and whose names are registered on the list of applicants for appointments in that service.

Indeed, your committee think, without hitherto subjecting the Government to the cost of a cent, that Captain Partridge, by an enlightened public spirit, and ardent devotion to his present enterprise, is carrying into effect a portion of the admirable purposes of our own institution.

The value of the ammunition which, by the bill accompanying this report, it is contemplated to put at the disposal of Captain Partridge, it will be seen, will amount to four hundred and fifty dollars for the first year—a little more than the annual expense of a cadet at West Point. When a sum so trifling is contrasted with advantages so obvious, and when it is recollected that Captain Partridge could not procure the fixed ammunition, (as facilities for its preparation are only to be found in arsenals,) except at an expense much beyond the annexed estimate, and not at all, perhaps, without great inconvenience, your committee cannot but believe that, in recommending the passage of the bill herewith reported, they are firmly sustained by the enlightened policy which dictated the establishment of the military school at West Point, and by considerations which tend to justify the liberal application of national patronage and beneficence to the meritorious and useful objects of individual enterprise and exertion.

Your committee will not waste your time, or uselessly consume their own, by dwelling on the importance of lessons in practical gunnery to those on whom the future defence of this country may devolve. They cannot, however, refrain from offering one observation, which they think of some importance. Although many of the young men educated at Captain Partridge's seminary may not be destined to obtain commissions in the navy or regular army of the United States, yet it is highly probable, from the military spirit and knowledge which they will there imbibe, that they will seek in the militia of the several States occasions for usefulness and distinction. In this department of the public service a knowledge of practical gunnery is much wanted, nor could the General Government supply it more cheaply (with the same degree of efficiency) than by aiding its instruction at the fountain head of schools founded on a military basis.

Your committee beg leave to subjoin the following communications which they have received in reply to a letter addressed by them to the Secretary of the War Department.

SIR: DEPARTMENT OF WAR, *February* 25, 1824.

Agreeably to your request, I herewith transmit to you a report of the Ordnance Office relative to supplying the academy of Captain Partridge with ammunition for artillery practice.

I have the honor to be, your obedient servant,

J. C. CALHOUN.

Hon. JAMES HAMILTON, Jun., *Chairman Military Committee.*

SIR: ORDNANCE DEPARTMENT, *February* 25, 1824.

In compliance with your instructions to prepare an estimate of the probable cost of supplying the academy of Captain Partridge with ammunition for artillery practice, I have the honor to state that it is impossible to form any just estimate without first being informed of the extent to which Captain Partridge may think it necessary to extend the practice.

In order, however, to present some data for an estimate, it will be supposed that the practical exercises will be performed once in a month, for eight months in a year; and that the exercises will be conducted as follows, viz:

That a ten inch mortar will be used on one occasion, and thirty rounds be fired from it; an eighteen pounder cannon, with thirty rounds, on another; a twelve pounder, with forty rounds, on another; and, on the five remaining days, six pounders to be used, firing on each day fifty rounds. This supposition gives the following results, viz:

10 inch mortar, one day, 30 rounds, at $4 80 each,	$144 00
18 pounder cannon, one day, 30 rounds, at $2 each,	60 00
12 pounder cannon, one day, 40 rounds, at $1 35 each,	54 00
6 pounder cannon, five days, 50 rounds each, 250 rounds, at 70 cents,	175 00
Slow match, tubes, portfires, &c., for the whole,	17 00
	$450 00

Thus, eight days' practice, firing three hundred and fifty rounds, will cost about four hundred and fifty dollars. In the above estimate, the shot, shells, powder, flannel, paper, thread, twine, &c., for the cartridge, are included. A portion of the shot and shells used may, however, be recovered and used again. For this reason, the cost of a second year's course, upon the same scale, would be reduced to about three hundred dollars.

The extent of practice contemplated in the foregoing estimate is believed to be limited to its minimum; a more limited practice would, it is conceived, be inadequate to the objects contemplated by the measure.

I have the honor to be, sir, very respectfully, your obedient servant,

GEO. BOMFORD, *Lieut. Col. on ordnance duty.*

The Hon. JOHN C. CALHOUN.

18th Congress.] No. 255. [1st Session.

FORTIFICATIONS.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, MARCH 4, 1824.

To the House of Representatives of the United States: WASHINGTON, *March* 4, 1824.

In compliance with a resolution of the House of Representatives of the 1st of March, 1823, requesting information of the number and position of permanent fortifications which have been, and are now, erecting for the defence of the coasts, harbors, and frontiers of the United States, with the classification and magnitude of each; with the amount expended on each; showing the work done, and to be done; the number of guns, of every caliber, for each fortification; the total cost of a complete armament for each; the force required to garrison each in time of peace and of war; I transmit to the House a report from the Secretary of War, containing the information required by the resolution.

JAMES MONROE.

DEPARTMENT OF WAR, *February* 25, 1824.

The Secretary of War has the honor to transmit, herewith, to the President, a report from the chief engineer, of this date, accompanied with two tables, marked A and B, affording the information respecting permanent fortifications, desired by a resolution of the House of Representatives of the United States, passed on the 1st of March last; which is respectfully submitted.

J. C. CALHOUN.

The PRESIDENT OF THE UNITED STATES.

SIR: ENGINEER DEPARTMENT, *February* 25, 1824.

In pursuance of your instructions, I have collected the information desired by a resolution of the House of Representatives of the United States, passed on the 1st of March last, which requires a statement of the number and position of the permanent fortifications, and other particulars respecting them, to be reported at its next session; and have the honor to present, herewith, a table marked A, in which the information with respect to the several fortifications referred to is consolidated; and a table marked B, referring to and explaining a part of table A.

Respectfully submitted.

ALEX. MACOMB, *Maj. Gen., Chief Engineer.*

The Hon J. C. CALHOUN, *Secretary of War.*

A.

Table exhibiting the permanent fortifications which have been erected, or are now erecting, for the defence of the coasts, harbors, and frontiers of the United States; their positions in the several States and frontiers, distinguished, with respect to the latter, by separate classes; the periods at which they were begun and finished; their magnitude; the amount expended in erecting those which have been completed; the amount expended on those now erecting, and the estimates of the amounts requisite to complete them; the description, extent, and cost of the armament requisite for each; the garrisons requisite for each during peace and during war, and the strength of the garrisons of such as are now occupied.

Name or description of the fortification.	Position.		Period.		Magnitude.	Cost.			Armament.											Garrison.		
	Frontier.	States.	Begun.	Finished.	Indicated by the length of the line along the crest of the parapet.	Of works erecting.		Of works finished, and estimated total cost of those erecting.	Guns.			Carronades.	Mortars.		Howitzers.			Total of pieces of ordnance.	Cost.	Requisite for war.	Requisite for peace.	As now established.
						Up to 30th September, 1823.	Contemplated for completion.		32's at $761.	24's at $647.	18's at $556.	32's at $430.	13 inch at $495.	10 inch at $390.	10 inch at $430.	8 inch at $430.	5½ inch at $430.					
Fort Lafayette,	Atlantic.	New York,	1812	1822	215 yards,	-	-	$318,305 89	72	-	-	-	-	-	-	-	-	72	$54,792	500 men,	80 men,	55 men.
Fort Delaware,	Atlantic.	Delaware,	1817	-	633 do.	369,472 97	$10,236 13	379,709 10	70	70	84	-	5	5	2	2	-	238	151,409	800 do.	100 do.	
Fort Washington,	Atlantic.	Maryland,	1816	-	835 do.	435,985 21	18,118 39	454,103 60	28	62	24	-	4	-	2	-	-	120	77,606	800 do.	100 do.	55 men.
Fort Monroe,	Atlantic.	Virginia,	1817	-	2,304 do.	738,333 17	521,459 02	1,259,792 19	305	-	-	-	-	60	-	-	6	371	258,085	2,625 do.	600 do.	
Fort Calhoun,	Atlantic.	Virginia,	1818	-	381 do.	465,716 53	438,638 87	904,355 40	216	-	-	-	-	-	-	-	-	216	164,376	1,130 do.	200 do.	
Fort at Mobile Point,	Gulf of Mexico.	Alabama,	1819	-	675 do.	187,905 47	505,387 28	693,292 75	76	-	42	-	6	4	-	-	-	128	85,718	900 do.	100 do.	
Fort at Rigolets,	Gulf of Mexico.	Louisiana,	1819	-	308 do.	297,405 85	17,191 40	314,597 25	33	15	-	10	4	2	-	-	-	64	41,878	400 do.	80 do.	
Fort at Chef Menteur	Gulf of Mexico.	Louisiana,	1822	-	308 do.	59,972 72	240,933 03	300,905 75	33	15	-	10	4	2	-	-	-	64	41,878	400 do.	80 do.	
Fort Jackson, (Plaquemine Turn.)	Gulf of Mexico.	Louisiana,	1822	-	650 do.	38,430 17	354,497 23	392,927 40	54	-	33	-	6	4	-	-	-	97	63,972	750 do.	100 do.	

REMARKS.—This table exhibits as permanent fortifications those embraced in the general plan which has been determined on for the defence of the United States. Fort Lafayette, the only one finished, has been occupied by a garrison nearly two years, but has not yet received its armament. Forts Delaware and Washington will be finished in the course of two or three months. As the actual cost of Fort Monroe will greatly exceed the amount of the first estimate, a table affording full explanation on the subject has been prepared, and accompanies this, marked B. The sums advanced to contractors on account of the fort at Mobile Point are included in the sum stated as the amount of expenditure up to the 30th of September, 1823. As the contractors failed to perform work of the value of those advances, a suit was instituted, and is now pending against their sureties for the difference. If recovered, or any part of it, the sum stated as the amount of expenditure will be diminished accordingly; otherwise, it must remain as it is. The original estimate of the cost of the forts at Rigolets and Chef Menteur was the same for both of those works, and amounted to $264,517 52. The difference between that amount and the amount stated for the actual cost has arisen from alterations of the plans, by which have been added masonry to the value of $22,000, and a platform of timber and plank to support the foundation, which, with contingencies not contemplated in the original estimates, amounted to upwards of $30,000 at Rigolets, and nearly $20,000 at Chef Menteur; the amount being greater at the former, in consequence of the expense incurred in commencing the work at the site originally selected, which was afterwards relinquished, and in losses of materials and injury of work occasioned by hurricanes. The number and description of ordnance, and the designation of their calibers, are derived from statements of the local engineers, and the cost of the armament was furnished by the Ordnance Department. The statement is not to be considered conclusive in relation to the description and calibers of ordnance, as those particulars, with respect to the ordnance that may be required for the several branches of service, are to be submitted to a board of officers, to be appointed especially for that purpose, before they are definitively determined on.

B.

Table exhibiting the estimates of the Board of Engineers for Fort Monroe compared with the amount of work done, and the estimate of the superintending engineer of the amount of work requisite to complete.

Description of the work.	ESTIMATES OF THE BOARD OF ENGINEERS.									
	Original estimate of the Board of Engineers.			Errors in the estimate of the Board of Engineers.			Estimate of the Board of Engineers corrected.			
	Quantity.	Rate.	Amount.	Quantity.	Rate.	Amount.	Quantity.	Rate.	Amount.	
Earth—Excavated from the ditch.	Cub. yds. 317,802.08	$.451	$143,328.738	- -	-	-	- -	-	$143,323.738	
Drawn from a distance,	do. 92,584.76	.535	49,532.846	- -	-	-	- -	-	49,532.846	
Masonry—Of stone for foundations,	do. 24,943.21	5.252	435,118.639	Cub. yds. 24,943.21	$1.047	$50,354.739	Cub. yds. 77,071.50	$6.299	485,473.378	
Of stone for walls and abutments,	do. 48,650.92	6.251		do. 48,650.92	.048					
				do. 3,477.37	6.299					
Of free stone,										
Of brick for arches,	do. 13,898.07	8.30	115,353.981	do. 799.19	8.30	6,633.277	do. 14,697.26	8.30	121,987.258	
Of brick for revetements of parapets of 1½ brick thickness,	Sq. yds. 9,270.00	2.62	2,428.740	- -	-	21,858.660	Sq. yds. 9,270.00	2.62	24,287.400	
Of brick for revetements of parapets of 2½ bricks thickness,										
Quarters—Permanent,	- -	-	42,000.00	- -	-	-	- -	-	42,000.00	
Furnaces—For heating shot,	50.00	500.00	25,000.00	- -	-	-	- -	-	25,000.00	
Carpentry—Doors,	do. 164.34	1.50	246.51	- -	-	-	- -	-	246.51	
Bridges,	- -	-	2,305.50	- -	-	-	- -	-	2,305.50	
Smithery—About	- -	-	1,500.00	- -	-	-	- -	-	1,500.00	
Draining—In the original estimate there is this note: "The expense for draining cannot be estimated beforehand; it is therefore not included in the estimate,"										
			$816,814.954			$78,846.676			$895,661.630	

ESTIMATE B—Continued.

Description of the work.	ESTIMATES OF THE BOARD OF ENGINEERS.									
	Alterations of the original plan adopted on the recommendation of the Board of Engineers.								The original estimate, with the alterations recommended by the Board of Engineers; also, the addition of contingencies not included in the original estimate, but found to be indispensable in the prosecution of the work.		
	Reduction of the original estimate produced by the alterations.				Additions to the original estimates produced by the alterations.						
	Quantity.		Rate.	Amount.	Quantity.		Rate.	Amount.	Quantity.	Rate.	Amount.
Earth—Excavated from the ditch,	Cub. yds.	110,087.08	$.451	$49,649.278	-	-	-	-	Cub. yds. 207,715.00	$.451	$93,679.46
Drawn from a distance,	-	-	-	-	Cub. yds.	74,741.24	$.535	$39,986.564	do. 167,326.00	.535	89,519.41
Masonry—Of stone for foundations,	-	-	-	-	do.	11,473.28	7.60	106,674.132	do. 77,071.51	6.299	592,147.51
Of stone for walls and abutments,	-	-	-	-					do. 14,036.07	7.60	
Of free stone,	-	-	-	-	do.	2,562.79			do. 13,747.14	8.30	114,101.26
Of brick for arches,	Cub. yds.	950.12	8.30	7,885.996	-	-	-	-	Sq. yds. 9,270.00	4.36⅔	40,479.00
Of brick for revetements of parapets of 1½ brick thickness,	-	-	-	-	-	-	-	-	-	-	91,938.98
Of brick for revetements of parapets of 2½ bricks thickness,	-	-	-	-	Sq. yds.	9,270.	1.74⅔	16,191.600	-	-	25,000.00
Quarters—Permanent,	-	-	-	-	-	-	-	49,938.980	-	-	246.51
Furnaces—For heating shot,	-	-	-	-	-	-	-	-	-	-	2,305.50
Carpentry—Doors,	-	-	-	-	-	-	-	-	-	-	1,500.00
Bridges,	-	-	-	-	-	-	-	-	-	-	
Smithery—About	-	-	-	-	-	-	-	-	-	-	
Draining—In the original estimate there is this note: "The expense for draining cannot be estimated beforehand; it is therefore not included in the estimate,"	-	-	-	-	-	-	-	24,871.	-	-	24,871.
				$57,535.274				$237,662.276			$1,075,788.63
Contingencies not included in the original estimate:											
Wharves,	-	-	-	-	-	-	-	-	-	$54,039 00	
Excavation of a well,	-	-	-	-	-	-	-	-	-	7,057 16	
Water for drinking,	-	-	-	-	-	-	-	-	-	1,981 51	
Temporary quarters,	-	-	-	-	-	-	-	-	-	20,655 87	83,733.54
											$1,159,522.17

ESTIMATE B—Continued.

Description of the work.	Amount of work done, and estimate of the superintending engineer of the amount of work requisite to complete.											
	Extent and cost of work done up to the 30th September, 1823.				Extent and cost of work requisite to be done to effect the completion of the fort.				Consolidation of the extent and cost of work done, and to be done, which constitutes the estimate of the superintending engineer.			
	Quantity.		Rate.	Amount.	Quantity.		Rate.	Amount.	Quantity.		Rate.	Amount.
Earth—Excavated from the ditch,	Cub. yds.	138,476.65	$.451	$62,452.97	Cub. yds.	69,238.35	$.451	$31,226.49	Cub. yds.	207,715.00	$.451	$93,679.46
Drawn from a distance,	-	-	-	-	do.	167,326.00	.535	89,519.41	do.	167,326.00	.535	89,519.41
Masonry—Of stone for foundations,												
Of stone for walls and abutments,	do.	59,797.887	7.60	454,463.95	do.	31,309.683	7.60	237,953.58	do.	88,544.78	7.60	692,417.53
Of free stone,	-	-	-	-	-	-	-	-	do.	2,562.79		
Of brick for arches,	do.	11,277.50	8.30	93,603.31	do.	2,469.64	8.30	20,497.95	do.	13,747.14	8.30	114,101.26
Of brick for revetements of parapets of 1½ brick thickness,												
Of brick for revetements of parapets of 2½ bricks thickness,	-	-	-	-	Sq. yds.	9,270.00	4.36⅔	40,479.00	Sq. yds.	9,270.00	4.36⅔	40,479.00
Quarters—Permanent,	-	-	-	25,423.40	-	-	-	66,515.58	-	-	-	91,938.98
Furnaces—For heating shot,	-	-	-	-	-	-	-	25,000.00	-	-	-	25,000.00
Carpentry—Doors,	-	-	-	-	-	-	-	246.51	-	-	-	246.51
Bridges,	-	-	-	-	-	-	-	2,305.50	-	-	-	2,305.50
Smithery—About	-	-	-	-	-	-	-	1,500.00	-	-	-	1,500.00
Draining—In the original estimate there is this note: "The expense for draining cannot be estimated beforehand; it is therefore not included in the estimate,"	-	-	-	18,656.00	-	-	-	6,215.00	-	-	-	24,871.00
				$654,599.63				$521,459.02				$1,176,058.65
Contingencies not included in the original estimate:												
Wharves,	-	$54,039 00		-	-		-	-	-	$54,039 00		
Excavation of a well,	-	7,057 16		-	-		-	-	-	7,057 16		
Water for drinking,	-	1,981 51		-	-		-	-	-	1,981 51		
Temporary quarters,	-	20,655 87		-	-		-	-	-	20,655 87		
				83,733.54								83,733.54
				$738,333.17	Amount of the estimate of the superintending engineer,							1,259,792.19
					Amount of the original estimate, with the alterations and contingencies,							1,159,522.17
					Excess of the former, resulting from the enhancement of the rate of stone masonry,							$100,270.02

Remarks.—The quantity of stone masonry, according to the plans and sections upon which the original estimate was founded, instead of 73,594.13 cubic yards, which is the aggregate of the quantities stated for foundations, walls, &c. should be 77,071.50 cubic yards; and the cost, according to the analysis of prices referring to the estimates, instead of $5,252 for foundations, and $6,251 for walls, &c., should be $6,299 for both. In the analysis of prices, $5,252 refers to mortar, and there is no other price for masonry than $6,251, which, by the correction of trivial errors in the calculations of its several parts, should be altered to $6,299. The quantity of brick masonry for arches, according to the plans and sections, should be 14,697.26 cubic yards, instead of 13,898.07 cubic yards, as stated in the estimate. The error in the brick masonry for the revetements of parapets is evidently the effect of the dollars and cents being inadvertently divided one figure too far to the left.

The reduction of the quantity of earth excavated arises from the diminution of the depth of the ditch, and the same circumstance accounts for the addition to the quantity to be drawn from a distance. The reduction of the quantity of brick masonry for arches results from the diminution of the arches from 180 to 130 degrees. The quantity of stone masonry is increased by full revetements being substituted for demi-revetements in the scarps of two of the fronts; and the enhancement of the rate per cubic yard is produced by merging in it the additional cost of freestone, and the cost of iron borings, foundation plank, boards for covering masonry, and other incidental contingencies, which were not taken into view in the formation of the price referring to the estimate of the Board of Engineers. The revetements of the parapets being one brick thicker accounts for the additional cost. The requisite permanent quarters cannot be provided for less than the larger amount stated, but there are no means of showing why it differs so greatly from that stated in the estimate of the Board of Engineers, as the latter is given without details.

18th Congress.] No. 256. [1st Session.

CONDITION OF THE MILITARY ACADEMY AT WEST POINT, AND AN ESTIMATE OF THE COST OF ESTABLISHING ANOTHER IN ONE OF THE WESTERN STATES.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, MARCH 8, 1824.

SIR: DEPARTMENT OF WAR, *February* 21, 1824.

I have the honor to transmit, herewith, a report from the chief engineer, furnishing the information, in relation to the Military Academy, requested in your letter to me of the 22d ultimo.

I am, with great respect, sir, your most obedient servant,

J. C. CALHOUN.

Hon. EDWARD LIVINGSTON, *of the House of Representatives.*

SIR: ENGINEER DEPARTMENT, WASHINGTON, *February* 21, 1824.

In obedience to your direction, I have the honor to present, herewith, the information, in relation to the Military Academy, requested by the Hon. Mr. Livingston, in his letter of the 22d ultimo, addressed to you, and referred to this department.

Statements A and B exhibit "the number of cadets who have entered the academy in each year, from its institution to this time; the number who have completed the regular course of study; and of that number how many have been employed in the public service, and in what capacity; also, the number who have been discharged or permitted to depart in each year, without completing their course of study."

Statements C and D exhibit the information required in queries 1 and 2.

In answer to query 3d, "Are any other officers or teachers wanted, if the academy continues, as to numbers, on its present footing?" I have to observe that legal provision is wanted for a professsor of chemistry and mineralogy, with one assistant, and for two teachers of French, in addition to the teacher already authorized by law. The average number of students who receive daily instruction in the French language is one hundred and fifty. They are divided among three teachers, one of whom is a cadet. It is earnestly desired that the necessity of employing cadets in the capacity of teachers may be obviated by Congress at the present session. Further provision is deemed necessary, in order that the academy may attain a high degree of perfection; but, for a detail of this, I beg leave to refer you to statement F.

Statement E exhibits the information asked in queries 4, 5, and 6. This statement further shows, that, by augmenting the number of students to five hundred, (that is to say, doubling the number now authorized by law,) the expense, exclusively of the pay and subsistence of the students, would be increased about one-third. The only additional expense would be on account of French teachers, a sword-master, and the extra compensation allowed to the officers of the army and cadets detailed to act as assistant professors and instructors. The cost of the additional buildings which would be necessary, in the event of the proposed augmentation, would not exceed $35,000 for each one hundred cadets. In reference to the sixth query, it is proper to remark, that the company of artillery stationed at West Point is not employed in the service of the academy, or in any way connected with it. Its chief duty is to furnish a guard for the protection of the magazines, stores, and other property belonging to the Ordnance Department. The expense of the company is not, therefore, in any sense, chargeable to the institution.

In answer to query 7th, "How much would the expense be reduced, if the pay of the cadets were retrenched, and clothing only furnished them?" I have to state, that the pay and subsistence of a cadet, as established by law, amount to twenty-eight dollars per month; but, it is believed that twenty-four dollars per month would defray all his necessary expenses at the academy, including board, clothing, washing, candles, books, stationary, &c. A deduction of four dollars per month from the pay of each cadet, after providing for all the wants of the institution, would effect an annual saving of about $3,000, as may be seen by reference to statement F.

In reference to query 8th, "What would be the probable expense of establishing a new school, calculated for one hundred and fifty or two hundred cadets, in one of the Western States?" I beg leave to state, that the cost of the buildings for such a school would depend on the plan which might be adopted, the style of the buildings, and many other circumstances; but the probable cost may be estimated:

For a school for one hundred and fifty cadets, at - - - -	$180,000
For a school for two hundred cadets, at - - - - -	200,000
The cost of a library, astronomical instruments, chemical and philosophical apparatus, equal to those at West Point, would be at least - - - -	20,000

The annual expense of a school, having a similar organization to that of the present Military Academy, is exhibited in table G. By comparing the several statements of expense in this table, it will be seen that, in addition to the saving in the cost of the necessary buildings, apparatus, and library, there would be an annual saving of at least $12,000 by educating the proposed additional number of cadets at West Point, instead of establishing a separate school for that purpose.

In answer to query 9th, "What is the course of study prescribed for each year?" I beg leave to refer you to the accompanying printed pamphlet, marked H, containing the rules and regulations of the Military Academy. The course of studies and instruction is pointed out in that pamphlet, at page 7.

Statement I contains the information requested in query 10th, viz: "the number of applications for admission now before the Department, designating the number from each State?"

In answer to the 11th and last query, "What are the rules laid down for admission? Have they relation to the population of the different States?" I beg leave to refer you, in relation to the first branch of the inquiry, to the 19th page of the printed pamphlet, under the head of "admission;" and, in relation to the second branch of the inquiry, to remark, that the whole number of cadets authorized by law are apportioned and distributed among the States and Territories, respectively, in the rates of their population, as determined by the number of members of Congress from each State and Territory in the House of Representatives, giving the fractions to the Territories and smaller States.

I beg leave to remark, that, in addition to what is now taught at West Point, it has been judged advisable to introduce a system of equitation, and the manœuvres of the cavalry and light artillery. As we have no cavalry in the present organization of the army, it is very desirable to have a number of well instructed cavalry officers, in order to facilitate, in case of necessity, the raising of a good corps of cavalry. This instruction is also essential to artillery and staff officers, and it could be introduced without much additional expense, as will be seen by reference to the enclosed estimate, marked K, for the purchase and keeping of twenty-four horses, the least number supposed to be adequate to the contemplated purposes of instruction.

In addition to the foregoing information, I take the liberty of transmitting a statement, marked L, presenting a comparative view of the expense of instruction at the Military Academy at West Point, the Royal Military College at Sandhurst, and the Woolwich Academy. Also, a copy of a communication, marked M, from the academic board at West Point, representing the expediency of an act of Congress to allow to officers, acting as assistant professors and instructors, the same extra pay as by regulation is now granted to cadets; and a communication, marked N, from the superintendent of the academy, enclosing a project of a law, marked O, for the better organization of the institution, accompanied by statements, marked P, showing the ordinary expenses of the academy, under the present and proposed organizations.

It will be seen, by reference to the communication of the superintendent, just mentioned, that it was contemplated to establish a professorship of the Spanish language; but the reasons urged against it by him are deemed sufficient to forbid, at the present time, any further consideration of the subject.

I have the honor to be, very respectfully, sir, your most obedient servant,

ALEX. MACOMB,
Maj. Gen., Inspector of the Military Academy.

Hon. Secretary of War.

A.

Schedule containing an account of the number of cadets who have entered the Military Academy in each year, from its institution to the present date; the number who have completed the regular course of study prescribed for the institution; the number who have been employed in the public service; and the number who have been discharged or permitted to depart in each year, without completing their course of study.

Year.	Number of cadets admitted each year.	No. of cadets who have completed the regular course of study and instruction.	No. of cadets who have been commissioned in each year.	No. of cadets who have been discharged or permitted to depart, each year.
1802	10	2	2	1
1803	9	3	3	1
1804	11	2	2	
1805	8	3	3	
1806	13	15	15	10
1807	17	5	5	1
1808	42	15	15	4
1809	10	7	7	5
1810	2	1	1	10
1811	-	17	17	2
1812	9	18	18	1
1813	86	1	1	
1814	139	29	29	5
1815	63	41	41	8
1816	34	-	-	35
1817	52	19	19	50
1818	113	24	23	54
1819	86	29	29	44
1820	67	30	30	49
1821	77	24	24	48
1822	105	40	40	66
1823	97	35	35	53
Total,	1,050	360	359	447

RECAPITULATION.

Admitted, - - - - -		1,050
Commissioned, - - - -	359	
Resigned, discharged, &c. - - -	447	
Number of cadets at the institution, - -	244	
		1,050

Note.--The second column includes all those who were only admitted *conditionally*, and did not receive warrants.

Of cadets who have been discharged or permitted to depart without completing the course of study, some were subsequently commissioned in the army, and a considerable number have entered the naval service, either as officers of marines or midshipmen.

United States' Military Academy, West Point, *January* 31, 1824.

Register of Cadets who have been graduated at the United States' Military Academy, and received commissions in the army of the United States, from June, 1802, to July, 1823, inclusive; showing in "what capacities they have been employed."

THE MILITARY ACADEMY.

By the act of Congress passed the 16th of March, 1802, entitled "An act fixing the military peace establishment of the United States," section 26, the President of the United States was authorized and empowered, when he should deem it expedient, to organize and establish a corps of engineers, to consist of one engineer, with the pay, rank, and emoluments of a major; two assistant engineers, with the pay, rank, and emoluments of captains; two other assistant engineers, with the pay, rank, and emoluments of first lieutenants; two other assistant engineers, with the pay, rank, and emoluments of second lieutenants; and ten cadets, with the pay of sixteen dollars per month, and two rations per day; and the President was, in like manner, authorized, when he should deem it proper, to make promotions in the said corps, with a view to particular merit, and without regard to rank, so as not to exceed one colonel, one lieutenant colonel, two majors, four captains, four first and four second lieutenants, and so as that the number of the whole corps should at no time exceed twenty officers and cadets. Section 27 directed that the said corps, when so organized, should be stationed at West Point, in the State of New York, and should constitute a *Military Academy;* and that the engineers, assistant engineers, and cadets of the said corps, should be subject, at all times, to do duty in such places, and on such service, as the President of the United States should direct. Section 28 enacts that the principal engineer, and, in his absence, the next in rank, shall have the superintendency of the Military Academy, under the direction of the President of the United States; and the Secretary of War was authorized, at the public expense, under such regulations as should be directed by the President of the United States, to procure the necessary books, implements, and apparatus, for the use and benefit of the said institution.

Under the foregoing act, the following officers were appointed:

Jonathan Williams, *major, and superintendent.*

William A. Barron, *captain, and professor of mathematics.*

Jared Mansfield, *captain, and professor of natural and experimental philosophy.*

James Wilson, 1*st lieutenant,* } *students at the academy.*
Alexander Macomb, 1*st lieutenant,* }

Joseph G. Swift, 2*d lieutenant,* } *students also.*
Simon M. Levi, 2*d lieutenant,* }

By the act of the 28th of February, 1803, there were added to the academy one teacher of the French language, and one teacher of drawing; also, one artificer and eighteen men, to aid in making practical experiments, and for other purposes. The academy has since, by acts of Congress, and by regulation, been increased to its present establishment.

B.

Graduates of the United States' Military Academy.

No.	Names.	State.	Promotions.			Remarks.
			Corps or regiment.	Rank.	Date.	
‡1	Joseph G. Swift, -	Massachusetts,	Corps engineers, -	2d lieutenant, -	Oct. 12, 1802,	1st lieutenant, 1805; captain, 1806; major, 1808; aid-de-camp to Maj. Gen. Thomas Pinckney, 1812; lieutenant colonel, 1812; colonel and chief engineer, 1812; brevet brigadier general, 1814.
2	Simeon M. Levi, -	Maryland, -	Corps engineers, -	2d lieutenant, -	Oct. 12, 1802.	
	James Wilson, (*a*) -	Pennsylvania,	Corps engineers, -	1st lieutenant, -	Oct. 12, 1802,	Captain in the corps of engineers. Dead.
	Alexander Macomb, (*a*) -	New York, -	Corps engineers, -	1st lieutenant, -	Oct. 12, 1802,	Captain of engineers, 1805; major of engineers, 1808; lieutenant colonel of engineers, 1811; acting assistant general, 1812; colonel of artillery, 1812; brigadier general, 1814; major general by brevet, 1814; chief engineer, 1821.
*3	Walker K. Armistead, -	Virginia, -	Corps engineers, -	2d lieutenant, -	March 5, 1803,	1st lieutenant, 1805; captain, 1806; major, 1810; lieutenant colonel, 1812; colonel 1818.
4	Henry B. Jackson, -	Massachusetts,	Artillery, -	2d lieutenant, -	April 14, 1803,	1st lieutenant.
5	John Livingston, -	New York, -	Artillery, -	2d lieutenant, -	May 1, 1803,	Assistant deputy quartermaster general, 1812.
6	Samuel Gates, -	Massachusetts,	Artillery, -	2d lieutenant, -	March 27, 1804,	1st lieutenant.
†7	Hannibal M. Allen, -	Vermont, -	Artillery, -	2d lieutenant, -	July 5, 1804,	1st lieutenant,—; captain, 1812; died in service, 1813.
*8	George Bomford, -	New York, -	Corps engineers, -	2d lieutenant, -	July 1, 1805,	1st lieutenant, 1806; captain, 1808; major, 1812; lieutenant colonel staff, 1812; brevet lieutenant colonel, 1815; lieutenant colonel ordnance, 1815.
‡9	William McRee, -	North Carolina,	Corps engineers, -	2d lieutenant, -	July 1, 1805,	1st lieutenant, 1806; captain, 1808; major, 1812; brevet lieutenant colonel, 1814; brevet colonel, 1814; lieutenant colonel, 1818.
*10	Joseph G. Totten, -	Connecticut, -	Corps engineers, -	2d lieutenant, -	July 1, 1805,	Resigned. Appointed 2d lieutenant, 1808; 1st lieutenant, 1810; captain, 1812; brevet major, 1814; brevet lieutenant colonel, 1814; major, 1818.
*11	William Gates, -	Massachusetts,	Artillery, -	2d lieutenant, -	March 6, 1806,	1st lieutenant, 1809; captain, 1813.
†12	Paschal V. Bouis, -	Missouri, -	Artillery, -	2d lieutenant, -	March 6, 1806,	Died in service.
†13	Joseph Proveaux, -	Missouri, -	Artillery, -	2d lieutenant, -	March 14, 1806,	1st lieutenant, 1809; died in service, 1814.
*14	Julius F. Heileman, -	Vermont, -	Artillery, -	2d lieutenant, -	May 6, 1806,	1st lieutenant, 1809; captain, 1813.
15	Augustus Chouteau, -	Missouri, -	Infantry, -	Ensign, -	June, 1806.	
*16	Charles Gratiot, -	Missouri, -	Corps engineers, -	2d lieutenant, -	Oct. 30, 1806,	Captain, 1808; major, 1815; lieutenant colonel, 1819.
†17	Eleazer D. Wood, -	New York, -	Corps engineers, -	2d lieutenant, -	Oct. 30, 1806,	1st lieutenant, 1808; captain, 1812; brevet major, 1813; brevet lieutenant colonel, 1814; killed, sortie Fort Erie, 1814.
18	Alden Partridge, -	Vermont, -	Corps engineers, -	1st lieutenant, -	Oct. 30, 1806,	Captain, 1810; professor of mathematics in Military Academy, 1813; professor of engineering, 1814; superintendent of Military Academy from 1812 to 1817.
†19	William Partridge, -	Vermont, -	Corps engineers, -	2d lieutenant, -	Oct. 30, 1806,	1st lieutenant, 1808; captain, 1812; chief engineer of General Hull's army; died at Detroit, 1813.
†20	Prentiss Willard, -	Vermont, -	Corps engineers, -	2d lieutenant, -	Oct. 30, 1806,	1st lieutenant, 1808; captain, 1812; died in service, 1814.
†21	Thomas Bennett, -	New Jersey, -	Artillery, -	2d lieutenant, -	Nov. 14, 1806,	1st lieutenant, 1809; captain, 1813; died in service, 1818.
22	Louis Lorimer, -	Missouri, -	Infantry, -	2d lieutenant, -	Nov. 14, 1806.	
23	Ethan A. Allen, -	Vermont, -	Artillery, -	2d lieutenant, -	Nov. 14, 1806,	1st lieutenant, 1809; captain, 1814.
†24	Robert Lucas, -	Pennsylvania,	Artillery, -	2d lieutenant, -	Nov. 14, 1806,	Major 22d infantry, 1813; died in service at French Mills, 1813.

(*a*) NOTE.—James Wilson and Alexander Macomb were both lieutenants in the army previous to the organization of the corps of engineers, having been appointed in 1798, and were draughted to form part of the corps; went through the regular course of studies at West Point.

B—Continued.

No.	Names.	State.	Promotions.			Remarks.
			Corps or regiment.	Rank.	Date.	
25	John D. Windham,	New York,	Artillery,	2d lieutenant,	Nov. 14, 1806.	
*26	Satterlee Clarke,	Vermont,	Artillery,	2d lieutenant,	Dec. 9, 1807,	District paymaster, 1810; 1st lieutenant, 1811; battalion paymaster and brevet major, 1816.
27	Justus Post,	Vermont,	Artillery,	2d lieutenant,	Dec. 9, 1807,	1st lieutenant, 1811; colonel of staff, 1814.
*28	John Anderson,	Vermont,	Artillery,	2d lieutenant,	Dec. 9, 1807,	1st lieutenant, 1811; captain 19th infantry, 1813; major topographical engineers, 1813.
29	Samuel Champlin,	Vermont,	Artillery,	2d lieutenant,	Dec. 9, 1807,	1st lieutenant, 1811; deputy quartermaster general and major, 1813.
30	Samuel Noah,	New York,	Infantry,	Ensign,	Dec. 9, 1807.	
31	Daniel A. Buck,	Vermont,	Corps engineers,	2d lieutenant,	Feb. 28, 1808,	1st lieutenant infantry; captain, 1813.
*32	Samuel Babcock,	Massachusetts,	Corps engineers,	2d lieutenant,	Feb. 28, 1808,	1st lieutenant, 1812; captain, 1812; major, 1819.
*33	Sylvanus Thayer,	Massachusetts,	Corps engineers,	2d lieutenant,	Feb. 28, 1808,	1st lieutenant, 1812; captain ordnance, 1812; aid-de-camp to Major General Hampton, 1813; captain corps of engineers, 1813; brigade major, 1814; brevet major, 1815; superintendent of Military Academy since 1817.
†34	James Gibson,	Delaware,	Artillery,	1st lieutenant,	June 1, 1808,	Captain, 1810; inspector general and colonel, 1813; colonel rifle regiment, 1814; killed at the sortie of Fort Erie, Upper Canada, 1814.
*35	Heman A. Fay,	Vermont,	Artillery,	2d lieutenant,	June 1, 1808,	1st lieutenant, 1811; military storekeeper, 1818.
†36	Samuel B. Rathbone,	New York,	Artillery,	2d lieutenant,	June 1, 1808,	1st lieutenant, 1811; killed at Queenstown Heights, Upper Canada, 1812.
37	Oliver G. Burton,	Vermont,	4th infantry,	2d lieutenant,	June 1, 1808,	1st lieutenant, 1811; captain, 1811; major, 1814.
*38	Milo Mason,	Vermont,	Artillery,	2d lieutenant,	June 1, 1808,	1st lieutenant, 1812; aid-de-camp to General Cushing; aid-de-camp to General Porter; major and deputy quartermaster general, 1816; captain artillery, 1816.
39	Louis Valle,	Missouri,	Infantry,	Ensign,	June 1, 1808.	
40	Minor Huntington,	Connecticut,	Infantry,	2d lieutenant,	June 1, 1808.	
†41	George P. Peters,	N. Hampshire,	Artillery,	2d lieutenant,	June 1, 1808,	1st lieutenant 4th infantry and paymaster, 1811; assistant adjutant general and major staff, 1813; captain 4th infantry, 1814; died, captain artillery, 1819.
†42	Alpheus Roberts,	N. Hampshire,	Artillery,	2d lieutenant,	Dec. 12, 1808,	Died in service at Terre au Bœuf, 1809.
43	Luther Leonard,	Vermont,	Artillery,	2d lieutenant,	Dec. 12, 1808,	1st lieutenant, 1811; captain, 1812.
‡44	Chr. Vandeventer,	New York,	Artillery,	2d lieutenant,	Dec. 12, 1808,	1st lieutenant, 1812; major and deputy quartermaster general, 1813.
45	Samuel H. Holly,	Vermont,	Artillery,	2d lieutenant,	Dec. 12, 1808,	1st lieutenant; captain, 1812.
†46	Solomon Conkling,	Vermont,	Artillery,	2d lieutenant,	Jan. 24, 1809,	Died in service.
47	Augustus W. Magee,	Massachusetts,	Artillery,	2d lieutenant,	Jan. 24, 1809,	Died in the Patriot service, in Mexico, a brigadier general, 1813.
48	Milton Haxton,	New York,	Light dragoons,	Cornet,	Jan. 27, 1809.	
49	Samuel Newman,	Massachusetts,	Artillery,	2d lieutenant,	Feb. 1809.	
*50	Abraham L. Sands,	New York,	Artillery,	2d lieutenant,	Feb. 1809,	1st lieutenant, 1813; adjutant, 1817; captain, 1818.
‡51	Ansart Hall,	Vermont,	Infantry,	2d lieutenant,	Feb. 1809,	Died in service.
52	Theodore Randall,	Maryland,	Artillery,	2d lieutenant,	July, 1809.	
†53	Alexander J. Williams,	Pennsylvania,	Corps engineers,	2d lieutenant,	July 23, 1810,	1st lieutenant, 1812; captain 2d regiment artillery, 1813; killed at the assault on Fort Erie, 1814.
*54	Thomas J. Beall,	Maryland,	Artillery,	2d lieutenant,	March, 1811,	1st lieutenant, 1813; captain, 1814.
*55	Joseph Dalliba,	New York,	Artillery,	2d lieutenant,	March, 1811,	1st lieutenant, 1813; captain of ordnance, 1813; major of ordnance, 1815; captain 1st regiment of artillery.
†56	Gustavus Loomis,	Vermont,	Artillery,	2d lieutenant,	March, 1811,	1st lieutenant, 1813; captain of staff, 1813; captain of artillery, 1819.
57	Ezra Smith,	Vermont,	Artillery,	2d lieutenant,	March, 1811,	1st lieutenant, 1813; captain of staff, 1813.
58	Richard Ashley,	Massachusetts,	Artillery,	2d lieutenant,	March, 1811,	1st lieutenant, 1813; captain of staff, 1813.

†59	Marie P. Boisaubin,	New Jersey,	Light artillery,	2d lieutenant,	March, 1811,	1st lieutenant, 1811; died in service, at Fort George, Upper Canada, 1813.
60	Adam Larrabee,	Connecticut,	Light artillery,	2d lieutenant,	March, 1811,	1st lieutenant, 1811; captain, 1814.
†61	Henry A. Hobart,	Maine,	Light artillery,	2d lieutenant,	March, 1811,	1st lieutenant, 1811; killed at battle of Fort George, Upper Canada, 1813.
62	Thomas Ketchum,	New York,	Light artillery,	2d lieutenant,	March, 1811,	1st lieutenant, 1811; captain, 1814.
63	James D. Cobb,	Vermont,	Light artillery,	2d lieutenant,	March, 1811,	1st lieutenant, 1811.
†64	Armstrong Irvine,	Pennsylvania,	Light artillery,	2d lieutenant,	March, 1811,	1st lieutenant, 1812; captain, 1813; died in service.
65	Hippolite H. Villard,	Dist. Columbia,	2d infantry,	Ensign,	March, 1811,	2d lieutenant, 1812; 1st lieutenant, 1812; captain artillery, 1814.
66	Ormond Marsh,	Connecticut,	1st infantry,	Ensign,	March, 1811,	2d lieutenant, 1812.
†67	George Ronan,	New York,	1st infantry,	Ensign,	March, 1811,	2d lieutenant; killed by the Indians at Chicago, 1812.
68	John Bliss,	N. Hampshire,	2d infantry,	Ensign,	March, 1811,	2d lieutenant, 1812; 1st lieutenant, 1813; captain of staff, 1813.
†69	Henry Burchstead,	New York,	2d infantry,	Ensign,	March, 1811,	2d lieutenant, 1812; 1st lieutenant, 1812; killed by the Indians at the massacre at Fort Mims, 1812.
70	Benjamin Fields,	New York,	1st infantry,	Ensign,	March, 1811.	
71	Francis B. Murdock,	Connecticut,	Light artillery,	2d lieutenant,	Jan. 3, 1812,	1st lieutenant, 1812.
72	George W. Hight,	Vermont,	Light artillery,	2d lieutenant,	Jan. 3, 1812,	1st lieutenant, 1813; major of staff, 1814.
73	John S. Brush,	Connecticut,	Artillery,	2d lieutenant,	Jan. 3, 1812,	1st lieutenant, 1813.
†74	Nathaniel W. Osgood,	Massachusetts,	Artillery,	2d lieutenant,	Jan. 3, 1812,	Died in service, in South Carolina.
*75	John R. Bell,	New York,	Light artillery,	2d lieutenant,	Jan. 3, 1812,	1st lieutenant, 1812; major of staff, 1813; colonel of staff and captain of light artillery, 1814; instructor of tactics at Military Academy, 1819.
76	George Templeman,	Massachusetts,	Light artillery,	2d lieutenant,	Jan. 3, 1812,	1st lieutenant, 1812; captain, 1814.
77	Thomas B. Randolph,	Virginia,	Light artillery,	2d lieutenant,	Jan. 3, 1812,	Captain 20th infantry, 1813; aid-de-camp to General Lewis.
*78	William F. Hobart,	Maine,	Light artillery,	2d lieutenant,	Jan. 3, 1812,	1st lieutenant, 1813; major staff, 1814; captain artillery, 1817.
79	William Sumpter,	S. Carolina,	Light artillery,	2d lieutenant,	Jan. 3, 1812,	1st lieutenant, 1813.
†80	Joseph N. Wilcox,	Connecticut,	3d infantry,	2d lieutenant,	Jan. 3, 1812,	1st lieutenant, 1812; killed by the Indians, at the massacre at Fort Mims, 1812.
†81	George Morley,	New York,	3d infantry,	2d lieutenant,	Jan. 3, 1812,	1st lieutenant, 1822; died in service at New Orleans.
82	Augustus Conant,	Vermont,	6th infantry,	2d lieutenant,	Jan. 3, 1812,	1st lieutenant, 1813.
83	Leonidas L. Buck,	Vermont,	6th infantry,	2d lieutenant,	Jan. 3, 1812,	1st lieutenant, 1812; captain, 1814.
*84	Alexander Thompson,	New York,	6th infantry,	2d lieutenant,	Jan. 3, 1812,	1st lieutenant, 1812; captain, 1814.
†85	William R. Smith,	New Jersey,	Light artillery,	2d lieutenant,	June 1, 1812,	1st lieutenant, 1813; killed at the battle at Chystler's Farms, Canada, 1813.
86	William Cutbush,	Pennsylvania,	Corps engineers,	1st lieutenant,	July 1, 1812,	Captain, 1814.
*87	R. E. De Russey,	New York,	Corps engineers,	1st lieutenant,	July 1, 1812,	Brevet captain, 1814; captain, 1815.
*88	Alex. C. W. Fanning,	Massachusetts,	Artillery,	1st lieutenant,	July 6, 1812,	Captain, 1813; brevet major, 1814.
89	George Trescott,	S. Carolina,	Corps engineers,	2d lieutenant,	Oct. 16, 1813,	Brevet 1st lieutenant, 1814; 1st lieutenant, 1815.
*90	George W. Gardiner,	Dist. Columbia,	Artillery,	3d lieutenant,	March 11, 1814,	2d lieutenant, 1814; adjutant Military Academy 1816; instructor of artillery Military Academy, 1817; 1st lieutenant, 1818; adjutant Military Academy, 1819.
*91	Charles S. Merchant,	New York,	Artillery,	3d lieutenant,	March 11, 1814,	2d lieutenant, 1814; 1st lieutenant, 1818.
*92	Nathaniel G. Dana,	Massachusetts,	Artillery,	3d lieutenant,	March 11, 1814,	2d lieutenant, 1814; 1st lieutenant, 1818.
*93	John Munroe,	New York,	Artillery,	3d lieutenant,	March 11, 1814,	2d lieutenant, 1814; 1st lieutenant, 1818.
94	John S. Allanson,	New York,	Artillery,	3d lieutenant,	March 11, 1814,	2d lieutenant, 1814; aid-de-camp to Brig. Gen. Miller, 1817; 1st lieutenant, 1818.
*95	Lewis G. De Russey,	New York,	Artillery,	3d lieutenant,	March 11, 1814,	2d lieutenant, 1814; 1st lieutenant, 1818.
*96	Thomas Childs,	Massachusetts,	Artillery,	3d lieutenant,	March 11, 1814,	2d lieutenant, 1814; 1st lieutenant, 1818.
97	Stephen Birdsall,	New York,	Artillery,	3d lieutenant,	March 11, 1814,	2d lieutenant, 1814.
98	John Wright,	Vermont,	Corps engineers,	2d lieutenant,	March 11, 1814,	Assistant professor of mathematics Military Academy, 1814 to 1816.
99	John Armstrong,	New York,	Artillery,	2d lieutenant,	May 19, 1814,	1st lieutenant 4th rifle, and aid-de-camp to Major General Brown, 1814.
100	James Ripley,	Connecticut,	Artillery,	2d lieutenant,	June 1, 1814,	Battalion quartermaster, 1817; 1st lieutenant, 1818.
101	Daniel Turner,	North Carolina,	Artillery,	2d lieutenant,	July 21, 1814.	
102	Isaac D. Craig,	Pennsylvania,	Artillery,	2d lieutenant,	July 21, 1814,	1st lieutenant, 1818; died in service.
*103	Charles M. Thruston,	Dist. Columbia,	Artillery,	2d lieutenant,	July 21, 1814,	1st lieutenant, 1818; adjutant 3d regiment artillery, 1821.
*104	Henry W. Fitzhugh,	Dist. Columbia,	Artillery,	2d lieutenant,	July 21, 1814,	1st lieutenant, 1818; battalion quartermaster, 1819.
*105	Jackman Davis,	N. Hampshire,	Artillery,	2d lieutenant,	July 21, 1814,	1st lieutenant, 1818.
†106	Thomas Stephenson,	Dist. Columbia,	Artillery,	2d lieutenant,	July 21, 1814,	Died in service, 1818.
107	Evans Humphrey,	New York,	Artillery,	2d lieutenant,	July 21, 1814,	1st lieutenant, 1818.
108	Samuel A. Wetmore,	Massachusetts,	Artillery,	2d lieutenant,	July 21, 1814.	

B—Continued.

No.	Names.	State.	Promotions.			Remarks.
			Corps or regiment.	Rank.	Date.	
*109	William Wells,	Massachusetts,	Light artillery,	3d lieutenant,	July 21, 1814,	2d lieutenant, 1814; 1st lieutenant, 1819.
110	William L. Booth,	Dist. Columbia.	Light artillery,	3d lieutenant,	July 21, 1814,	Transferred to artillery; 2d lieutenant, 1816; 1st lieutenant, 1818.
*111	Thomas J. Baird,	Pennsylvania,	Light artillery,	3d lieutenant,	July 21, 1814,	Transferred to artillery; 2d lieutenant, 1816; 1st lieutenant, 1818.
†112	Jabez Parkhurst,	Vermont,	Light artillery,	3d lieutenant,	July 21, 1814,	Transferred to artillery; 2d lieutenant, 1816; 1st lieutenant and adjutant, 1818; died in service.
*113	Robert L. Armstrong,	New York,	Light artillery,	3d lieutenant,	July 21, 1814,	Transferred to artillery; 2d lieutenant, 1816; 1st lieutenant, 1818; adjutant 2d regiment artillery, 1821.
114	James Badolet,	Indiana,	Light artillery,	3d lieutenant,	July 21, 1814,	Transferred to artillery; 2d lieutenant, 1816.
115	George W. Gardner,	Massachusetts,	Light artillery,	3d lieutenant,	July 21, 1814,	Transferred to artillery; 2d lieutenant, 1816; battalion quartermaster.
116	Bradley S. A. Lowe,	Dist. Columbia,	Light artillery,	3d lieutenant,	July 21, 1814,	Transferred to artillery; 2d lieutenant, 1816.
117	Thomas R. Broome,	New York,	Light artillery,	3d lieutenant,	July 21, 1814,	Transferred to artillery; adjutant, 1816; paymaster 7th infantry, 1818.
118	Hillary Brunot,	Pennsylvania,	2d infantry,	3d lieutenant,	July 21, 1814,	2d lieutenant, 1814; 1st lieutenant, 1818.
119	Henry Middleton,	S. Carolina,	Corps engineers,	2d lieutenant,	March 2, 1815.	
120	William F. Rigail,	New York,	Ordnance,	3d lieutenant,	March 2, 1815,	2d lieutenant, 1816.
*121	James Simonson,	New York,	Ordnance,	3d lieutenant,	March 2, 1815,	2d lieutenant, 1817; 1st lieutenant, 1819.
*122	John Hills,	Massachusetts,	Ordnance,	3d lieutenant,	March 2, 1815,	2d lieutenant, 1818; 1st lieutenant, 1819.
123	Simon Willard,	Massachusetts,	Ordnance,	3d lieutenant,	March 2, 1815.	
*124	John Symington,	Maryland,	Ordnance,	3d lieutenant,	March 2, 1815,	2d lieutenant, 1818; 1st lieutenant, 1820.
125	William Gordon,	Georgia,	Ordnance,	3d lieutenant,	March 2, 1815.	
126	John R. Sloo,	Ohio,	Artillery,	3d lieutenant,	March 2, 1815.	
*127	Henry W. Griswold,	Ohio,	Artillery,	3d lieutenant,	March 2, 1815,	2d lieutenant, 1817, and battalion adjutant; 1st lieutenant, 1818; assistant instructor of tactics Military Academy, 1820; adjutant 1st regiment artillery, 1822.
*128	James Monroe,	Virginia,	Artillery,	3d lieutenant,	March 2, 1815,	2d lieutenant, 1817, and battalion adjutant; 1st lieutenant, 1818; aid-de-camp to Major General Scott, 1819.
*129	Robert C. Brent,	Maryland,	Artillery,	3d lieutenant,	March 2, 1815,	2d lieutenant, 1817; 1st lieutenant, 1819.
†130	Abraham Wendell,	New York,	Artillery,	3d lieutenant,	March 2, 1815,	Died in service.
131	Robert J. Scott,	Maryland,	Artillery,	3d lieutenant,	March 2, 1815,	2d lieutenant, 1817.
132	Alonzo Brewer,	Vermont,	Artillery,	3d lieutenant,	March 2, 1815,	2d lieutenant, 1817.
133	Francis N. Berrier,	New York,	Artillery,	3d lieutenant,	March 2, 1815,	2d lieutenant, 1817.
134	George Cooper,	New York,	Artillery,	3d lieutenant,	March 2, 1815.	
†135	George A. Washington,	Dist. Columbia,	Artillery,	3d lieutenant,	March 2, 1815,	2d lieutenant, 1817; died in service.
*136	Henry Smith,	New York,	Artillery,	3d lieutenant,	March 2, 1815,	2d lieutenant 2d infantry, 1817; regimental quartermaster.
137	Alex. F. Cochrane,	Dist. Columbia,	Artillery,	3d lieutenant,	March 2, 1815,	2d lieutenant, 1817; 1st lieutenant, 1819.
†138	M. F. Vandeventer,	New York,	Artillery,	3d lieutenant,	March 2, 1815,	2d lieutenant 2d infantry, 1817; died in service.
139	Milo Johnson,	New York,	Artillery,	3d lieutenant,	March 2, 1815,	2d lieutenant, 1817.
140	Aaron G. Gano,	Ohio,	Artillery,	3d lieutenant,	March 2, 1815.	
141	Robert M. Forsyth,	Georgia,	Artillery,	3d lieutenant,	March 2, 1815,	2d lieutenant, 1817.
*142	Thomas W. Lendrum,	Dist. Columbia,	Artillery,	3d lieutenant,	March 2, 1815,	2d lieutenant, 1817; battalion adjutant; 1st lieutenant, 1819.
*143	Henry R. Dulany,	Maryland,	Artillery,	3d lieutenant,	March 2, 1815,	Battalion adjutant; 2d lieutenant 4th infantry, 1817; 1st lieutenant and regimental adjutant, 1818; aid-de-camp to Major General Gaines, 1820; captain, 1822.
*144	George Blaney,	Massachusetts,	Corps engineers,	Brevet 2d lieut.,	March 4, 1815,	2d lieutenant, 1816; aid-de-camp to General Swift, chief engineer, 1817; 1st lieutenant, 1818; adjutant, Military Academy, 1820; adjutant, Military Academy, 1822.
*145	Thomas J. Leslie,	Pennsylvania,	Corps engineers,	Brevet 2d lieut.,	March 4, 1815,	Paymaster, 1815; 2d lieutenant, 1816; 1st lieutenant, 1819.

†146	William S. Eveleth,	Dist. Columbia,	Corps engineers,	Brevet 2d lieut.,	March 4, 1815,	2d lieutenant, 1816; died in service, 1818.
147	Robert W. Pooler,	Georgia,	Corps engineers,	Brevet 2d lieut.,	March 4, 1815,	2d lieutenant, 1817.
*148	William H. Chase,	Massachusetts,	Corps engineers,	Brevet 2d lieut.,	March 4, 1815,	2d lieutenant, 1818; 1st lieutenant, 1819.
149	Edmund E. Brooke,	Virginia,	Marines,	2d lieutenant.		
*150	Wolvert E. Williams,	New York,	Ordnance,	3d lieutenant,	Dec. 2, 1815,	2d lieutenant, 1818.
*151	William B. Davidson,	Virginia,	Ordnance,	3d lieutenant,	Dec. 2, 1815,	2d lieutenant, 1818.
*152	John A. Webber,	Massachusetts,	Light artillery,	Brevet 2d lieut.,	Dec. 11, 1815,	2d lieutenant, 1816; 1st lieutenant, 1819.
*153	Thomas J. Gardiner,	New York,	Light artillery,	Brevet 2d lieut.,	Dec. 11, 1815,	2d lieutenant, 1816; 1st lieutenant, 1819.
*154	Benj. L. Bonneville,	New York,	Light artillery,	Brevet 2d lieut.,	Dec. 11, 1815,	2d lieutenant, 1817; 1st lieutenant, 1820.
*155	Samuel Cooper,	New York,	Light artillery,	Brevet 2d lieut.,	Dec. 11, 1815,	2d lieutenant, 1817; 1st lieutenant, 1821.
*156	Charles Davies,	New York,	Light artillery,	Brevet 2d lieut.,	Dec. 11, 1815,	Assistant professor of mathematics Military Academy, from 1816 to 1821; assistant professor of philosophy Military Academy since 1821.
157	James R. Stubbs,	Ohio,	Light artillery,	Brevet 2d lieut.,	Dec. 11, 1815,	Resigned, and re-appointed captain staff, 1819.
158	Peter Embry,	New York,	Light artillery,	Brevet 2d lieut.,	Dec. 11, 1815.	
159	Richard M. White,	S. Carolina,	Light artillery,	Brevet 2d lieut.,	Dec. 11, 1815,	2d lieutenant, 1817.
160	Augustus L. Roumford,	Pennsylvania,	Marines,	2d lieutenant,	April, 1817.	
*161	James M. Spencer,	Indiana,	Artillery,	3d lieutenant,	July 17, 1817,	2d lieutenant, 1817; 1st lieutenant, 1819.
*162	Isaac A. Adams,	Maine,	Artillery,	3d lieutenant,	July 17, 1817,	2d lieutenant, 1817; 1st lieutenant and battalion adjutant, 1819.
*163	William M. Graham,	Virginia,	Artillery,	3d lieutenant,	July 17, 1817,	2d lieutenant, 1817; 1st lieutenant, 1819.
*164	James D. Graham,	Virginia,	Artillery,	3d lieutenant,	July 17, 1817,	2d lieutenant, 1817; 1st lieutenant, 1819.
*165	Charles Despenville,	New York,	Artillery,	3d lieutenant,	July 17, 1817,	2d lieutenant, 1817; 1st lieutenant, 1819.
*166	John C. Kirk,	New York,	Artillery,	3d lieutenant,	July 17, 1817,	2d lieutenant, 1817; 1st lieutenant, 1819.
*167	John R. Vinton,	Rhode Island,	Artillery,	3d lieutenant,	July 17, 1817,	2d lieutenant, 1817; 1st lieutenant, 1819.
*168	Richard B. Lee,	Virginia,	Artillery,	3d lieutenant,	July 17, 1817,	2d lieutenant, 1817; 1st lieutenant, 1819.
*169	Frederick L. Griffith,	Virginia,	Artillery,	3d lieutenant,	July 17, 1817,	2d lieutenant, 1817; 1st lieutenant, 1819.
*170	Edward J. Lambert,	Dist. Columbia,	Artillery,	3d lieutenant,	July 17, 1817,	2d lieutenant, 1817; battalion adjutant and 1st lieutenant, 1819.
*171	William G. McNeill,	New York,	Artillery,	3d lieutenant,	July 17, 1817,	2d lieutenant, 1818; transferred to infantry, 1819; 1st lieutenant, 1822.
172	Angus W. McDonald,	Virginia,	Artillery,	3d lieutenant,	July 17, 1817,	2d lieutenant, 1818; 1st lieutenant, 1819.
*173	Henry Berryman,	Virginia,	Artillery,	3d lieutenant,	July 17, 1817,	2d lieutenant 7th infantry, 1818; 1st lieutenant, 1818.
*174	Constantine M. Eakin,	New York,	Artillery,	3d lieutenant,	July 17, 1817,	2d lieutenant 7th infantry, 1818; 1st lieutenant, 1818.
175	John D. W. Orr,	Kentucky,	Artillery,	3d lieutenant,	July 17, 1817,	2d lieutenant, 1818; assistant professor engineering Military Academy, from 1817 to 1820; 1st lieutenant, 1820.
*176	Ethan A. Hitchcock,	Vermont,	Artillery,	3d lieutenant,	July 17, 1817,	2d lieutenant, 1818; captain staff, 1820.
*177	John M. Washington,	Virginia,	Artillery,	3d lieutenant,	July 17, 1817,	2d lieutenant 8th infantry, 1818; regimental adjutant and 1st lieutenant, 1818.
178	Ambrose Madison,	Virginia,	Marines,	2d lieutenant.		2d lieutenant, 1818; battalion quartermaster, 1819; 1st lieutenant, 1820.
*179	Richard Delafield,	New York,	Corps engineers,	2d lieutenant,	July 24, 1818,	1st lieutenant, 1820.
*180	Andrew Tallcott,	Connecticut,	Corps engineers,	Brevet 2d lieut.,	July 24, 1818,	2d lieutenant, 1818; 1st lieutenant, 1820.
*181	Samuel S. Smith,	Delaware,	Artillery,	2d lieutenant,	July 24, 1818,	1st lieutenant, 1820; acting assistant professor of mathematics in Military Academy since 1818.
*182	Horace Webster,	Vermont,	3d regiment inf'ty,	2d lieutenant,	July 24, 1818,	1st lieutenant, 1820; acting assistant professor of mathematics in Military Academy since 1818.
*183	Samuel Ringgold,	Maryland,	Artillery,	2d lieutenant,	July 24, 1818,	1st lieutenant, 1822.
*184	Harvey Brown,	New Jersey,	Light artillery,	2d lieutenant,	July 24, 1818,	Transferred to 4th regiment artillery; 1st lieutenant, 1821.
*185	Joseph N. Chambers,	Maryland,	Artillery,	2d lieutenant,	July 24, 1818,	1st lieutenant, 1822.
*186	Samuel McKenzie,	North Carolina,	Artillery,	2d lieutenant,	July 24, 1818.	
*187	Giles Porter,	New York,	Artillery,	2d lieutenant,	July 24, 1818.	
*188	George W. Corprew,	Virginia,	Artillery,	2d lieutenant,	July 24, 1818.	
*189	John J. Jackson,	Virginia,	Artillery,	2d lieutenant,	July 24, 1818,	Adjutant 4th regiment infantry, 1822.
*190	Edward Harding,	Maryland,	Artillery,	2d lieutenant,	July 24, 1818.	
†191	Benjamin C. Vining,	Delaware,	Ordnance,	3d lieutenant,	July 24, 1818,	2d lieutenant, 1819; died in service, 1822.
*192	Henry H. Loring,	Massachusetts,	6th infantry,	2d lieutenant,	July 24, 1818,	1st lieutenant 3d infantry, 1820.
193	Joseph F. Dangerfield,	Virginia,	Artillery,	2d lieutenant,	July 24, 1818.	
*194	Joseph Strong,	Pennsylvania,	Artillery,	2d lieutenant,	July 24, 1818.	

B—Continued.

No.	Names.	State.	Promotions.			Remarks.
			Corps or regiment.	Rank.	Date.	
*195	John B. F. Russell,	Massachusetts,	Light artillery,	2d lieutenant,	July 24, 1818,	Transferred to 5th infantry; 1st lieutenant, 1822.
*196	George Webb,	Maryland,	Artillery,	2d lieutenant,	July 24, 1818,	Battalion adjutant, 1820.
*197	Hartman Bache,	Pennsylvania,	Topo. engineers,	Captain,	July 24, 1818.	
*198	William S. Newton,	Dist. Columbia,	Light artillery,	2d lieutenant,	July 24, 1818.	
199	Leonard O. Brooke,	Maryland,	4th infantry,	2d lieutenant,	July 24, 1818.	
200	Henry Giles,	New York,	5th infantry,	2d lieutenant,	July 24, 1818.	
201	John Pratt,	Kentucky,	1st infantry,	2d lieutenant,	July 24, 1818.	
*202	William A. Eliason,	Dist. Columbia,	Corps engineers,	2d lieutenant,	July 1, 1819.	
*203	Frederick A. Underhill,	New York,	Corps engineers,	2d lieutenant,	July 1, 1819.	
*204	Cornelius Ogden,	Ohio,	Corps engineers,	2d lieutenant,	July 1, 1819.	
205	Edward Mansfield,	New York,	Corps engineers,	2d lieutenant,	July 1, 1819.	
*206	Henry Brewerton,	New York,	Corps engineers,	Brevet 2d lieut.,	July 1, 1819,	2d lieutenant, 1819; acting assistant professor engineering Military Academy, from 1819 to 1821.
*207	John R. Bowes,	Massachusetts,	Ordnance,	3d lieutenant,	July 1, 1819,	2d lieutenant, 1819.
*208	Henry A. Thompson,	Maryland,	Artillery,	2d lieutenant,	July 1, 1819.	
*209	Zebina J. D. Kingsley,	New York,	Light artillery,	2d lieutenant,	July 1, 1819,	Assistant instructor of tactics Military Academy, since 1820.
*210	William Turnbull,	Maryland,	Artillery,	2d lieutenant,	July 1, 1819.	
211	Joshua Baker,	Louisiana,	Artillery,	2d lieutenant,	July 1, 1819,	Acting assistant professor of philosophy Military Academy, from 1819 to 1820.
*212	Justin Dimmick,	Vermont,	Light artillery,	2d lieutenant,	July 1, 1819,	Assistant instructor of tactics Military Academy, 1822.
*213	George W. Whistler,	Kentucky,	Artillery,	2d lieutenant,	July 1, 1819,	Acting assistant teacher of drawing Military Academy, from 1821 to 1822.
*214	Benjamin Walker,	N. Hampshire,	Ordnance,	3d lieutenant,	July 1, 1819,	2d lieutenant, 1819.
*215	Daniel Tyler,	Connecticut,	Light artillery,	2d lieutenant,	July 1, 1819.	
*216	John F. Hamtramck,	Illinois,	Artillery,	2d lieutenant,	July 1, 1819.	
*217	Ethan C. Sickles,	New York,	Light artillery,	2d lieutenant,	July 1, 1819.	
*218	James Hepburne,	New York,	Artillery,	2d lieutenant,	July 1, 1819.	
*219	John L'Engle,	South Carolina,	Artillery,	2d lieutenant,	July 1, 1819.	
*220	John M. Edwards,	Virginia,	Light artillery,	2d lieutenant,	July 1, 1819.	
*221	Austin Brockenbrough,	Virginia,	Artillery,	2d lieutenant,	July 1, 1819.	
*222	William Malcolm,	Massachusetts,	8th infantry,	2d lieutenant,	July 1, 1819,	1st lieutenant, 1822.
*223	John McKenzie,	North Carolina,	8th infantry,	2d lieutenant,	July 1, 1819.	
*224	Joseph D. Rupp,	Massachusetts,	Light artillery,	2d lieutenant,	July 1, 1819.	
*225	Jacob A. Dumeste,	Maryland,	Artillery,	2d lieutenant,	July 1, 1819.	
*226	James R. Blaney,	Delaware,	Artillery,	2d lieutenant,	July 1, 1819.	
227	Roswell Conant,	Vermont,	Rifle,	2d lieutenant,	July 1, 1819.	
*228	Jasper Strong,	Vermont,	8th infantry,	2d lieutenant,	July 1, 1819.	
*229	Henry Gilbert,	New York,	Artillery,	2d lieutenant,	July 1, 1819.	
*230	William H. Swift,	New York,	Artillery,	2d lieutenant,	July 1, 1819.	
*231	Stephen Tuttle,	New Jersey,	Corps engineers,	Brevet 2d lieut.,	July 1, 1820,	2d lieutenant, 1820; assistant professor of philosophy Military Academy, from 1820 to 1821.
232	Andrew J. Donelson,	Tennessee,	Corps engineers,	Brevet 2d lieut.,	July 1, 1820.	
233	Thomas E. Sudler,	Maryland,	Ordnance,	3d lieutenant,	July 1, 1820,	2d lieutenant, 1830; acting assistant professor of mathematics Military Academy, from 1820 to 1821.

*234	Wm. H. Bell,	North Carolina,	Ordnance,	3d lieutenant,	July 1, 1820,	2d lieutenant, 1820; acting assistant professor of mathematics Military Academy since 1820.
*235	Wm. C. De Hart,	New York,	Ordnance,	3d lieutenant,	July 1, 1820,	2d lieutenant, 1820.
*236	Francis N. Barbarin,	New York,	Ordnance,	3d lieutenant,	July 1, 1820,	2d lieutenant, 1820.
237	Robert S. Brooke,	Virginia,	Ordnance,	3d lieutenant,	July 1, 1820.	
*238	James A. Chambers,	Maryland,	Light artillery,	2d lieutenant,	July 1, 1820.	
*239	Edward G. W. Butler,	Tennessee,	Artillery,	2d lieutenant,	July 1, 1820.	
*240	Daniel D. Tompkins,	New York,	Ordnance,	3d lieutenant,	July 1, 1820,	2d lieutenant, 1820.
*241	John Winder,	Maryland,	Artillery,	2d lieutenant,	July 1, 1820.	
*242	William P. Buchanan,	Virginia,	Ordnance,	3d lieutenant,	July 1, 1820,	2d lieutenant, 1820.
*243	Samuel Dusenbury,	North Carolina,	Artillery,	2d lieutenant,	July 1, 1820.	
*244	Henry J. Fultus,	New York,	Artillery,	2d lieutenant,	July 1, 1820.	
*245	Nicholas Cruger,	New York,	2d infantry,	2d lieutenant,	July 1, 1820.	
*246	Rawlins Lowndes,	South Carolina,	Artillery,	2d lieutenant,	July 1, 1820.	
*247	Lewis Morris,	New York,	Artillery,	2d lieutenant,	July 1, 1820.	
*248	Joshua Barney,	Maryland,	Artillery,	2d lieutenant,	July 1, 1820.	
249	George F. Lindsay,	D. of Columbia,	2d infantry,	2d lieutenant,	July 1, 1820.	
*250	John M. Tufts,	New York,	Artillery,	2d lieutenant,	July 1, 1820.	
†251	Benjamin Gorham,	Massachusetts,	Light artillery,	2d lieutenant,	July 1, 1820,	Died in service.
*252	Samuel M'Ree,	North Carolina,	8th infantry,	2d lieutenant,	July 1, 1820.	
*253	Thomas Noel,	Maryland,	6th infantry,	2d lieutenant,	July 1, 1820.	
254	Thomas McArthur,	Ohio,	6th infantry,	2d lieutenant,	July 1, 1820.	
255	Charles Guerrant,	Virginia,	7th infantry,	2d lieutenant,	July 1, 1820.	
*256	George D. Ramsay,	Dist. of Colum.	Light artillery,	2d lieutenant,	July 1, 1820.	
*257	Edgar S. Hawkins,	New York,	3d infantry,	2d lieutenant,	July 1, 1820.	
*258	William S. Maitland,	New York,	3d infantry,	2d lieutenant,	July 1, 1820.	
259	Aaron D. Skinner,	New York,	5th infantry,	2d lieutenant,	July 1, 1820.	
*260	William W. Morris,	New York,	6th infantry,	2d lieutenant,	July 1, 1820.	
*261	Edward H. Courteney,	Maryland,	Corps engineers,	Brevet 2d lieut.	July 1, 1821,	2d lieutenant, 1821; assistant professor engineering Military Academy since 1821.
*262	Clark Burdine,	Georgia,	4th artillery,	Brevet 2d lieut.	July 1, 1821,	2d lieutenant, 1821.
*263	Jonathan Prescott,	Massachusetts,	2d artillery,	Brevet 2d lieut.	July 1, 1821,	2d lieutenant, 1821; acting assistant professor chemistry and mineralogy Military Academy since 1821.
*264	William Wells,	Indiana,	3d artillery,	Brevet 2d lieut.	July 1, 1821,	2d lieutenant, 1821.
*265	Charles Dimmock,	Massachusetts,	1st artillery,	Brevet 2d lieut.	July 1, 1821,	2d lieutenant, 1821; acting assistant professor engineering Military Academy from 1821 to 1822.
*266	John C. Holland,	South Carolina,	3d artillery,	Brevet 2d lieut.	July 1, 1821,	2d lieutenant, 1821.
*267	Edward C. Ross,	Pennsylvania,	4th artillery,	Brevet 2d lieut.	July 1, 1821,	2d lieutenant, 1821; acting assistant professor mathematics Military Academy since 1821.
*268	Washington Wheelwright,	Massachusetts,	1st artillery,	Brevet 2d lieut.	July 1, 1821,	2d lieutenant, 1821.
269	David Wallace,	Ohio,	2d artillery,	Brevet 2d lieut.	July 1, 1821.	
270	Robert W. Allston,	South Carolina,	3d artillery,	Brevet 2d lieut.	July 1, 1821.	
*271	John F. Scott,	New York,	1st artillery,	Brevet 2d lieut.	July 1, 1821,	2d lieutenant, 1821.
*272	James Grier,	New York,	2d artillery,	Brevet 2d lieut.	July 1, 1821,	2d lieutenant, 1821.
*273	John B. Scott,	Connecticut,	4th artillery,	Brevet 2d lieut.	July 1, 1821,	2d lieutenant, 1821.
*274	Joseph Pentland,	Pennsylvania,	6th infantry,	Brevet 2d lieut.	July 1, 1821,	2d lieutenant, 1821.
*275	Alexander Morton,	New York,	2d infantry,	Brevet 2d lieut.	July 1, 1821,	2d lieutenant, 1821.
*276	William W. Gaillard,	South Carolina,	4th infantry,	Brevet 2d lieut.	July 1, 1821,	2d lieutenant, 1821.
*277	Seth M. Capron,	New York,	5th infantry,	Brevet 2d lieut.	July 1, 1821,	2d lieutenant, 1821.
*278	Jefferson Vail,	Maryland,	1st infantry,	Brevet 2d lieut.	July 1, 1821,	2d lieutenant, 1821.
279	James Henshaw,	Virginia,	7th infantry,	Brevet 2d lieut.	July 1, 1821.	
*280	Otis Wheeler,	N. Hampshire,	3d infantry,	Brevet 2d lieut.	July 1, 1821,	2d lieutenant, 1821.
*281	Henry Bainbridge,	Massachusetts,	3d infantry,	Brevet 2d lieut.	July 1, 1821,	2d lieutenant, 1821.
*282	Jason Rogers,	New York,	2d infantry,	Brevet 2d lieut.	July 1, 1821,	2d lieutenant, 1821.

B—Continued.

No.	Names.	State.	Promotions.			Remarks.
			Corps or regiment.	Rank.	Date.	
*283	David M. Porter,	Tennessee,	4th infantry,	Brevet 2d lieut.	July 1, 1821,	2d lieutenant, 1821.
*284	Julius A. D'Lagnel,	New York,	5th infantry,	Brevet 2d lieut.	July 1, 1821,	2d lieutenant, 1821.
*285	George Dutton,	Connecticut,	Corps of engineers,	Brevet 2d lieut.	July 1, 1822.	
*286	Joseph K. Mansfield,	Connecticut,	Corps of engineers,	Brevet 2d lieut.	July 1, 1822.	
*287	Charles G. Smith,	Connecticut,	3d artillery,	2d lieutenant,	July 1, 1822.	
*288	Thomas R. Ingalls,	New York,	2d artillery,	2d lieutenant,	July 1, 1822.	
*289	Horace Bliss,	N. Hampshire,	4th artillery,	2d lieutenant,	July 1, 1822.	
*290	William Cooke,	New Jersey,	4th artillery,	2d lieutenant,	July 1, 1822.	
*291	William Rose,	New York,	2d artillery,	Brevet 2d lieut.	July 1, 1822,	2d lieutenant, 1822.
*292	Walter Gwynn,	Virginia,	3d artillery,	Brevet 2d lieut.	July 1, 1822.	
*293	Campbell Graham,	Virginia,	3d artillery,	Brevet 2d lieut.	July 1, 1822.	
*294	Thompson B. Wheelock,	Massachusetts,	4th artillery,	Brevet 2d lieut.	July 1, 1822.	
*295	James Cooke,	North Carolina,	1st artillery,	Brevet 2d lieut.	July 1, 1822.	
*296	William C. Young,	New York,	2d artillery,	Brevet 2d lieut.	July 1, 1822.	
*297	Augustus Canfield,	New Jersey,	1st artillery,	Brevet 2d lieut.	July 1, 1822.	
*298	David H. Vinton,	Rhode Island,	1st artillery,	Brevet 2d lieut.	July 1, 1822.	
*299	John J. Schuler,	Pennsylvania,	2d artillery,	Brevet 2d lieut.	July 1, 1822.	
*300	John Pickell,	New York,	4th artillery,	Brevet 2d lieut.	July 1, 1822.	
*301	Isaac Trimble,	Kentucky,	3d artillery,	Brevet 2d lieut.	July 1, 1822.	
*302	Henry H. Gird,	New York,	4th artillery,	Brevet 2d lieut.	July 1, 1822.	
*303	Benjamin H. Wright,	New York,	2d infantry,	2d lieutenant,	July 1, 1822.	
*304	William M. Boyce,	Pennsylvania,	1st infantry,	2d lieutenant,	July 1, 1822.	
*305	St. Clair Denny,	Pennsylvania,	5th infantry,	2d lieutenant,	July 1, 1822.	
*306	Westwood Lacey,	Virginia,	4th infantry,	2d lieutenant,	July 1, 1822.	
*307	Eustace Trenor,	Vermont,	4th infantry,	2d lieutenant,	July 1, 1822.	
*308	George Wright,	Vermont,	3d infantry,	2d lieutenant,	July 1, 1822.	
*309	David Hunter,	Dist. Columbia,	5th infantry,	2d lieutenant,	July 1, 1822.	
*310	George A. McCall,	Pennsylvania,	1st infantry,	2d lieutenant,	July 1, 1822.	
*311	Albert Lincoln,	Connecticut,	5th infantry,	2d lieutenant,	July 1, 1822.	
*312	Francis Lee,	Pennsylvania,	7th infantry,	2d lieutenant,	July 1, 1822.	
*313	James R. Stephenson,	Virginia,	7th infantry,	2d lieutenant,	July 1, 1822.	
*314	John D. Hopson,	Vermont,	3d infantry,	2d lieutenant,	July 1, 1822.	
*315	Thompson Morris,	Ohio,	2d infantry,	2d lieutenant,	July 1, 1822.	
*316	John R. Wilcox,	Ohio,	5th infantry,	2d lieutenant,	July 1, 1822.	
*317	Thomas Johnston,	Pennsylvania,	7th infantry,	2d lieutenant,	July 1, 1822.	
*318	George W. Folger,	Massachusetts,	2d infantry,	Brevet 2d lieut.	July 1, 1822.	
*319	Thomas McNamara,	Virginia,	7th infantry,	Brevet 2d lieut.	July 1, 1822.	
*320	Aaron M. Wright,	N. Hampshire,	3d infantry,	Brevet 2d lieut.	July 1, 1822.	
*321	John J. Abercrombie,	Tennessee,	1st infantry,	Brevet 2d lieut.	July 1, 1822.	
*322	Samuel Wragg,	South Carolina,	4th infantry,	Brevet 2d lieut.	July 1, 1822.	
*323	David Moniac,	Alabama,	6th infantry,	Brevet 2d lieut.	July 1, 1822.	
*324	Henry Clark,	Connecticut,	5th infantry,	Brevet 2d lieut.	July 1, 1822.	
*325	Alfred Mordecai,	Virginia,	Corps of engineers,	Brevet 2d lieut.	July 1, 1823.	

*326	George S. Green,	Rhode Island,	1st artillery,	Brevet 2d lieut.	July 1, 1823.
*327	George C. Richards,	New York,	2d artillery,	Brevet 2d lieut.	July 1, 1823.
*328	Reuben Holmes,	Connecticut,	6th infantry,	2d lieutenant,	July 1, 1823.
*329	Samuel M. Sutherland,	North Carolina,	4th artillery,	Brevet 2d lieut.	July 1, 1823.
*330	Lucian Webster,	Vermont,	3d artillery,	Brevet 2d lieut.	July 1, 1823.
*331	Frederick Guyon,	Mississippi,	4th artillery,	Brevet 2d lieut.	July 1, 1823.
*332	George Nauman,	Pennsylvania,	2d artillery,	Brevet 2d lieut.	July 1, 1823.
*333	Alfred Beckley,	Kentucky,	3d artillery,	Brevet 2d lieut.	July 1, 1823.
*334	Frederick Searle,	Massachusetts,	1st artillery,	Brevet 2d lieut.	July 1, 1823.
*335	Richard De Treville,	South Carolina,	3d artillery,	Brevet 2d lieut.	July 1, 1823.
*336	Andrew Kinnard,	Pennsylvania,	1st artillery,	Brevet 2d lieut.	July 1, 1823.
*337	George W. Waters,	Massachusetts,	6th infantry,	Brevet 2d lieut.	July 1, 1823.
*338	John Farley,	Michigan Ter.	2d artillery,	Brevet 2d lieut.	July 1, 1823.
*339	Levi Nute,	N. Hampshire,	6th infantry,	2d lieutenant,	July 1, 1823.
*340	Mark W. Bateman,	Pennsylvania,	6th infantry,	2d lieutenant,	July 1, 1823.
*341	Lorenzo Thomas,	Delaware,	4th infantry,	2d lieutenant,	July 1, 1823.
*342	Julius B. Kingsbury.	Connecticut,	2d infantry,	2d lieutenant,	July 1, 1823.
*343	George Andrews,	Dist. Columbia,	6th infantry,	2d lieutenant,	July 1, 1823.
*344	Richard D. C. Collins,	New York,	4th infantry,	2d lieutenant,	July 1, 1823.
*345	William Reynolds,	Delaware,	1st infantry,	2d lieutenant,	July 1, 1823.
*346	Joseph R. Smith,	New York,	2d infantry,	2d lieutenant,	July 1, 1823.
*347	Hannibal Day,	Vermont,	2d infantry,	2d lieutenant,	July 1, 1823.
*348	Henry Steward,	Dist. Columbia,	1st infantry,	2d lieutenant,	July 1, 1823.
*349	Elias Phillips,	New Jersey,	4th infantry,	2d lieutenant,	July 1, 1823.
*350	Joseph A. Philips,	New Jersey,	7th infantry,	2d lieutenant,	July 1, 1823.
*351	Asa Richardson,	Vermont,	6th infantry,	2d lieutenant,	July 1, 1823.
*352	John E. Newell,	North Carolina,	1st infantry,	Brevet 2d lieut.	July 1, 1823.
*353	John Nicholls,	Connecticut,	4th infantry,	Brevet 2d lieut.	July 1, 1823.
*354	George Crossman,	Massachusetts,	3d infantry,	Brevet 2d lieut.	July 1, 1823.
*355	Charles Holt,	New York,	2d infantry,	Brevet 2d lieut.	July 1, 1823.
*356	John W. Cotton,	Massachusetts,	5th infantry,	Brevet 2d lieut.	July 1, 1823.
*357	Edmund B. Alexander,	Kentucky,	6th infantry,	Brevet 2d lieut.	July 1, 1823.
*358	Albert G. Miller,	Tennessee,	7th infantry,	Brevet 2d lieut.	July 1, 1823.
*359	Egbert B. Birdsall,	NewYork,	3d infantry,	Brevet 2d lieut.	July 1, 1823.

RECAPITULATION.

In military service,	195	Engineers,	38
In the civil service,	3	Artillery and ordnance,	211
	198	Other corps,	75
Killed in battle,	9		
Died in service,	24		
	33		
Resigned or disbanded,	93		
Total commissioned,	324	Total commissioned,	324

NOTE.

Those marked thus * are in the military service; and those with this mark ‡ are in the civil service. Those marked thus † were killed in battle, or have died in service.

UNITED STATES' MILITARY ACADEMY, WEST POINT, *July* 1, 1824.

C.

Number and grade of officers actually employed at the Military Academy, showing the duties assigned to each respectively, and the amount of their pay and emoluments as instructors.

No.	Grade.	Duties assigned to, and performed by, each officer.	Amount of pay, &c.	Remarks.
1	Brevet lieutenant colonel,	Superintendent.		
2	First lieutenant, - -	Adjutant of the post.		
3	First lieutenant, - -	Paymaster corps of engineers, and acting treasurer of Military Academy.		
4	Second lieutenant, -	Quartermaster of the post.		
5	First lieutenant, - -	Assistant professor of natural and experimental philosophy, - - - - - -	$120 00	$10 per month extra pay.
6	Second lieutenant, -	Acting assistant professor of natural and experimental philosophy.		
7	First lieutenant, - -	Assistant professor of mathematics, - -	120 00	$10 per month extra pay.
8	Second lieutenant, -	Acting assistant professor of mathematics.		
9	Second lieutenant, -	Assistant professor of engineering, - -	180 00	$15 per mo. ex. pay.
10	Assistant surgeon, -	Acting professor of chemistry and mineralogy,	120 00	$10 per month.
11	Second lieutenant, -	Acting assistant professor of chemistry.		
12	Brevet major, - -	Instructor of tactics, - - - - -	292 00	Double rations.
13	First lieutenant, - -	Assistant instructor of tactics.		
14	Second lieutenant, -	Assistant instructor of tactics.		
15	Second lieutenant, -	Instructor of artillery.		
	Eight cadets, - -	Acting assistant professors of mathematics, teachers of French and drawing, - -	960 00	$10 per month each.
			$1.792 00	

D.

Number of professors and teachers (who are not officers) actually employed in the Military Academy, showing the duties assigned to each respectively, and the amount of their pay and emoluments.

No.		Amount of pay, &c.
1	Professor of natural and experimental philosophy, - - - - -	$1,699 28
2	Professor of mathematics, - - - - - - -	1,506 20
3	Professor of engineering, - - - - - - -	1,506 20
4	Chaplain, professor of ethics, history, and geography, - - - -	1,506 20
5	Teacher of French, - - - - - - - - -	862 14
6	Teacher of French, - - - - - - - - -	862 14
7	Teacher of drawing, - - - - - - - - -	862 14
8	Swordmaster, - - - - - - - - - -	705 62
		$9,509 92
	Extra pay of officers and cadets acting as instructors, - -	1,792 00
		$11,301 92

E.

Statement showing the number of professors, teachers, and instructors actually employed in the Military Academy, and the number which would be wanted for the augmentation of each one hundred cadets; exhibiting, also, a comparative view of the expense.

Cadets.	Professor of philosophy.	Assistant professor of philosophy.	Acting assistant professor of philosophy.	Professor of engineering.	Assistant professor of engineering.	Acting assistant professor of engineering.	Professor of mathematics.	Assistant professor of mathematics.	Acting assistant professor of mathematics.	Professor of chemistry and mineralogy.	Assistant professor of chemistry and mineralogy.	Acting assistant professor of chemistry and mineralogy.	Professor of ethics.	Teacher of drawing.	Acting assistant teacher of drawing.	Teacher of French.	Swordmaster.	Instructor of tactics.	Assistant instructor of tactics.	Instructor of artillery.	Total number of professors, teachers, and other instructors.	Number of musicians.	Expense of professors, teachers, and instructors.	Expense of musicians and teacher of music.	Repairs, fuel, transportation, stationary, hire of clerks, and other incidental expenses.	Total expenses, exclusive of the pay and subsistence of cadets.	Pay and subsistence of the cadets.	Total annual expense.	Yearly expense of each cadet, dividing the whole expense of the establishment by the number of cadets.
250	1	1	1	1	1	'	1	1	6	1	1	'	1	1	1	3	1	1	2	1	26	20	Dolls. 11,564	Dolls. 3,370	Dolls. 10,000	Dolls. 24,934	Dolls. 84,500	Dolls. 109,434.40	Dolls 439
350	1	1	1	1	1	1	1	1	9	1	1	1	1	1	2	4	2	1	3	1	35	24	13,948	3,924	13,500	31,372	118,300	149,672	427
450	1	1	2	1	1	2	1	1	12	1	1	2	1	1	2	5	2	1	4	1	43	28	15,170	4,478	16,500	36,148	152,100	188,248	418
500	1	1	3	1	1	2	1	1	14	1	1	2	1	1	2	6	2	1	4	1	47	30	16,152	4,755	18,000	38,907	169,000	207,907	415

F.

Statement of the ordinary expenses of the Military Academy.

Present organization.	Amount of pay and emoluments.	Proposed organization.	Amount of pay and emoluments.
1 professor of natural and experimental philosophy, pay and emoluments of a lieutenant colonel,	$1,699 24	1 professor of natural and experimental philosophy and astronomy, brevet rank, pay, and emoluments of major of cavalry,	$1,716 00
1 professor of engineering, pay and emoluments of a major,	1,506 24	1 professor of engineering, brevet rank, pay, and emoluments of major of cavalry,	1,716 00
1 professor of mathematics, pay and emoluments of a major,	1,506 24	1 professor of mathematics, brevet rank, pay, and emoluments of major of cavalry,	1,716 00
1 surgeon, acting professor of chemistry and mineralogy, $10 per month extra,	120 00	1 professor of chemistry and mineralogy, brevet rank, pay, and emoluments of major of cavalry,	1,716 00
1 professor of ethics and chaplain, pay and emoluments of major,	1,506 24	1 chaplain and professor of ethics and belles-lettres, brevet rank, pay, and emoluments of major of cavalry,	1,716 00
2 teachers of the French language, pay and emoluments of captain,	1,724 24	1 assistant professor of natural and experimental philosophy and astronomy, brevet rank, pay, and emoluments of captain of infantry,	120 00
1 teacher of drawing, pay and emoluments of captain,	862 12	1 assistant professor of engineering, brevet rank, pay, and emoluments of captain of infantry,	120 00
1 first lieutenant, assistant professor of philosophy, extra pay to equal captain's,	120 00	1 assistant professor of mathematics, brevet rank, pay and emoluments of captain of infantry,	120 00
1 first lieutenant, assistant professor of mathematics, extra pay to equal captain's,	120 00	1 assistant professor of chemistry and mineralogy, brevet rank, pay, and emoluments of captain of infantry,	120 00
1 second lieutenant, assistant professor of engineering, extra pay to equal captain's,	180 00	3 teachers of French, brevet rank, pay, and emoluments of captain of infantry,	2,586 36
1 sword-master, $60 per month,	720 00	1 teacher of drawing, brevet rank, pay, and emoluments of captain of infantry,	862 12
10 cadets, acting assistant professors, $10 per month for each,	1,200 00	1 sword and riding-master, brevet rank, pay, and emoluments of first lieutenant,	912 00
1 teacher of music, $50 per month,	600 00	12 officers and cadets, acting as instructors, $10 per month extra,	1,440 00
1 clerk to the treasurer,	300 00	1 teacher of music, $50 per month,	600 00
250 cadets, $16 per month and 2 rations per day,	84,500 00	1 clerk to the treasurer,	300 00
20 musicians, pay, clothing, and rations,	2,770 00	1 modeler, $50 per month,	600 00
Fuel, transportation, stationary, repairs and incidental expenses,	10,000 00	1 fire worker, $30 per month,	360 00
	$109,434 32	1 armorer, $30 per month,	360 00
		250 cadets, $12 per month, and 2 rations per day,	72,500 00
		20 musicians, pay, clothing, and rations,	2,770 00
		1 sergeant, 2 corporals, and 12 privates, to be enlisted for the exclusive service of the academy,	1,987 50
		Expense of 24 horses to teach the cadets equitation and cavalry exercises, &c.,	2,200 00
		Fuel, transportation, stationary, repairs, and incidental expenses,	10,000 00
			$106,537 98

NOTE.—The assistant professors of philosophy, engineering, mathematics, and chemistry, being officers of the army, the difference only between their pay as such, and that of a captain of infantry, is inserted in the column of pay and emoluments.

Table exhibiting the number of officers and teachers who would be wanted for a new military school calculated for one hundred and fifty or two hundred cadets, and the probable expense of said school; also the additional number of officers and teachers who would be wanted for the instruction of the same number of cadets at West Point, in addition to the present number, and the additional expense for the same.

	Number of cadets.	Professor of philosophy.	Assistant professor of philosophy.	Acting assistant professor of philosophy.	Professor of engineering.	Assistant professor of engineering.	Acting assistant professor of engineering.	Professor of mathematics.	Assistant professor of mathematics.	Acting assistant professor of mathematics.	Professor of chemistry and mineralogy.	Assistant professor of chemistry and mineralogy.	Acting assistant professor of chemistry and mineralogy.	Professor of ethics.	Teacher of drawing.	Acting assistant teacher of drawing.	Teachers of French.	Sword-master.	Instructor of tactics.	Assistant instructor of tactics.	Instructor of artillery.	Total of professors, teachers, and instructors.	Number of musicians.	Expense of professors, teachers, and instructors.	Expense of musicians and teachers of music.	Repairs, fuel, transportation, and other incidental expenses.	Total annual expense, exclusively of the pay and subsistence of cadets.	Cost of building.	Cost of library and chemical and philosophical apparatus.
At a separate school,	150	1	1	-	1	-	-	1	1	3	1	1	-	1	1	1	2	1	1	1	1	19	20	$10,744	$3,370	$7,000	$21,114	$180,000	$20,000
	200	1	1	-	1	1	-	1	1	4	1	1	-	1	1	1	2	1	1	2	1	22	20	11,104	3,370	8,500	22,974	200,000	20,000
At the Military Academy, West Point,	150	-	-	1	-	-	1	-	-	5	-	-	1	-	-	1	1	1	-	1	-	12	6	2,534	831	5,000	8,365	50,000	
	200	-	-	1	-	-	2	-	-	6	-	-	2	-	-	1	2	1	-	2	-	17	8	3,606	1,108	6,500	11,214	65,000	

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H.

Regulations of the United States' Military Academy at West Point.—Extract from the General Regulations of the Army.—Article 78.

ORGANIZATION OF THE ACADEMY.

1. The commandant of the United States' corps of engineers is the inspector of the academy. The orders of the Secretary of War relative to the academy will be communicated through him, and to him only the superintendent will make all returns, estimates, and communications appertaining to the institution; and he shall make a thorough inspection of the academy at least once a year.

2. A permanent superintendent of the academy will be appointed from the corps of engineers, who will have the immediate control of the institution, and be held responsible for the correct management of it. He will direct the studies, field exercises, and all other academic duties; and all professors, academic officers, and cadets shall be under his command.

3. No officer of the army, of any rank whatever, shall exercise command in the Military Academy, unless subordinate to the superintendent.

4. The professors, assistant professors, and others composing the academic staff of the Military Academy, shall receive every mark of respect to which their rank and situation in the institution may entitle them respectively. They are not to assume, nor are they subject to be ordered upon, any duty beyond the line of their several professions as instructors, except by the authority of the President of the United States.

5. There shall be detailed a captain, or field officer, and attached to the academy as instructor of infantry tactics; and a captain or lieutenant as instructor of artillery; and such number of lieutenants, to perform the duties of assistant professors, &c., as shall from time to time be deemed necessary.

6. The superintendent is authorized to detail such a number of cadets, to perform the duties of acting assistant professors, or teachers, as the system of the institution may require; and each cadet, so detailed, shall be entitled to receive ten dollars per month, as a compensation for extra services. The appointment will be considered as an honorable distinction.

7. The following members of the academic staff shall constitute a board for the transaction of business, viz: The professors of natural philosophy, mathematics, engineering, and ethics; the acting professor of chemistry; the principal teacher of French; the teacher of drawing; the instructor of tactics; and the instructor of artillery: of which board the superintendent shall always be president.

8. During the principal annual examination of the academy, and for the purpose of that examination, the principal assistant professor of mathematics, the principal assistant professor of natural philosophy, and the principal assistant professor of engineering, shall be associated with and become for the time members of the board.

9. During the time that any class, or section of a class, is under examination, the immediate instructor of the same shall be associated with and become a member of the board.

10. Other instructors in the institution may be invited by the superintendent, in the name of the board, to attend its meetings; in which case, they may be called upon to give information, or to express their opinion, but can have no voice in the decisions of the board.

11. A member of the academic staff shall be designated as secretary to the board, by whom all its proceedings shall be fully and fairly recorded.

12. It shall be the duty of the board to regulate the system of class-books; to recommend for purchase all such books, maps, charts, models, machinery, and apparatus, connected with the departments of instruction, as may be deemed necessary; to superintend the initiatory and all other examinations of the cadets; decide on their merits and standings; grant diplomas, and recommend for promotion. It shall also be the duty of the board, immediately after the June examination, annually to report to the Secretary of War on the system of studies and instruction, proposing for his approbation such additional rules and regulations for perfecting the same, and such improvements in those already existing, as experience may have suggested.

13. A number of gentlemen, not less than five, distinguished for military and other sciences, shall be appointed by the Secretary of War, to constitute the board of visiters; of which board, one of their number, designated by the Secretary of War, shall be president.

14. It will be the duty of the board of visiters to attend at the academy during the general June examination, annually, for the purpose of ascertaining the progress and improvement of the cadets in each of the branches of science and instruction; of examining into the state of police and discipline; and of inspecting, generally, the management of the institution: concerning all which they shall make report to the Secretary of War.

15. A paymaster, to be stationed at West Point, shall act as treasurer of the cadets.

16. The quartermaster at West Point shall furnish books, stationary, and all other articles wanted for the use of the Military Academy, upon the requisition of the superintendent; and shall furnish to the War Department timely estimates for the necessary funds, approved by the superintendent.

17. The quartermaster, under the direction of the superintendent, shall make contracts for the supply of the commons; and he shall also perform the duty of commissary of purchases for the Military Academy; and, as such, shall furnish clothing and equipments of every kind to the cadets.

18. The military storekeeper at West Point will be under the immediate command of the quartermaster, and shall be responsible for the safe-keeping and issuing, according to forms which may be prescribed, of all property which may be delivered to him by the Quartermaster's or Ordnance Department.

19. It shall be the duty of the quartermaster to procure, by contract or otherwise, clothing and necessaries, of all kinds, on the most advantageous terms, which shall be delivered to the cadets at prime cost, with no other extra charge than what may be necessary to cover expenses, which extra charge shall in no instance exceed six per centum. The quartermaster shall keep proper vouchers of all his purchases, and shall, on inspection, pass the same to the storekeeper, for safe-keeping and issuing, accompanied by a statement of the prime cost and extra charge on each article.

20. Every article issued to cadets to be charged in the storekeeper's books, specifying, opposite each article, the prime cost thereof, and the extra charge on the same. Each article to be charged, also, at the time of its delivery, in the account book kept by the cadet to whom said article is delivered.

21. The books and vouchers of the quartermaster and storekeeper to be at all times open to the inspection of the superintendent, the inspector of the academy, and the board of visiters.

22. On the 1st day of January, and on the 1st day of July, each year, the storekeeper shall make out a statement of all the articles delivered to cadets during the preceding six months, specifying the prices charged for each,

and the prime cost of the same. This statement shall be examined and certified by the superintendent, and by him transmitted to the Department of War.

23. Three officers of the academy, designated by the superintendent, shall constitute a board of clothing inspectors, whose duty it shall be to view, and compare with the approved patterns, all articles purchased for cadets, and to report thereupon to the superintendent. No articles but such as have been approved by the said board shall be delivered to the storekeeper, or issued to the cadets.

24. The delivery of all clothing and necessaries shall take place at stated periods, in presence of at least one of the inspectors.

25. The officer commanding at the arsenal near Albany will furnish the Military Academy with ordnance and ordnance stores, on the requisition of the inspector.

26. An officer of the academic staff will be appointed to act as librarian, under such regulations as the superintendent shall prescribe.

27. No books, instruments, or other public property, at West Point, attached to the academy, shall, on any account, be removed therefrom, except by order of the Secretary of War.

COURSE OF STUDIES AND INSTRUCTION.

28. The following branches of science and instruction will be considered as comprising a complete course of education at the Military Academy, viz: the French language, drawing, geography, history and moral science, chemistry and mineralogy, mathematics, natural and experimental philosophy, including astronomy, engineering, and military science; also, a course of practical military instruction.

29. The course of French shall consist in pronouncing the language tolerably, and in translating French into English, and English into French, accurately.

30. The course of drawing will embrace, 1st. The elements of the *human figure*. 2d. A series of elementary studies in *landscape*, with the pencil; the art of shading geometrical figures with Indian ink; the shading and finishing of *landscape*, in Indian ink; sketches from nature, and elements of *topography*, with the pen and pencil, and with Indian ink and colors.

31. The course of geography shall comprehend a knowledge of the grand divisions of the earth, and of the relative situation, extent, and boundaries of the several countries in each of those grand divisions; likewise, a knowledge of their natural productions, commerce, manufactures, governments, naval and military strength, and relative importance; also, the use of the maps.

32. The course of history shall comprise a general summary of universal history, with a view more particularly of the history and political relations of the United States.

33. The course of moral science will include moral philosophy and the elements of national and political law.

34. The course of chemistry and mineralogy will embrace, 1st. *Chemical philosophy*, including the theory and practice of analysis, and the examination of vegetable and animal productions; 2d. *Application of chemistry to the arts*, as agriculture, distilling, tanning, dying, bleaching, gilding, pyrotechny, &c. &c.; 3d. *Mineralogy and geology*, viz: classification and description of mineral substances, general structure and classification of rocks, analysis and uses of minerals, view of the different systems of geology and mineralogy, and an account of the minerals and geology of the United States.

35. The complete course of mathematics will comprehend:

Algebra, viz: Fundamental operations; involutions and evolutions: reduction and conversion of fractional and surd quantities; reduction and solution of equations, to include those of the third degree; ratios and proportions; summation of infinite series and figurate numbers; nature and construction of logarithms.

Geometry, viz: Plane and solid geometry, and the formation and construction of determinate geometrical equations.

Trigonometry, viz: The solution of all the various cases in plane and spherical trigonometry; spherical projections; analytical investigation of trigonometrical formulæ, and the construction of tables.

Surveying, viz: Mensuration of planes and solids; principles and practice of common land surveying; different methods of platting and calculating such surveys, and the use of mathematical instruments; also, trigonometrical surveying, and measurement of heights and distances, and the use of instruments usually employed therein.

Descriptive geometry, viz: The graphic illustration and solution of problems in solid geometry, generally, and the particular application of this method to spheric and conic sections.

Perspective, viz: The theory and use of linear perspective, shades and shadows.

Analytical geometry, viz: The construction and analysis of linear and superficial loci, particularly for equations of the first and second order.

Fluxions, viz: Direct and inverse methods of fluxions, their application to maxima and minima, the drawing of tangents, rectification of curves, radii of curvature, quadratures, cubatures, &c.

36. The course of natural philosophy will consist of mechanics, experimental philosophy, and astronomy.

The course in mechanics will embrace:

Statics, viz: The equilibrium of forces at rest; centres of gravity; mechanical powers; strength and stress of materials, and theory of arches.

Dynamics, viz: The laws in general of uniform and variable motion; falling bodies; motion of projectiles *in vacuo;* vibration of the pendulum; central forces and laws of the planetary motions; percussion and rotatory motion.

Hydrostatics, viz: The pressure of fluids; specific gravity; theory of the stability of vessels.

Hydrodynamics, viz: Theory of effluent fluids; estimate of the force, motion, and resistance of fluids; calculation of the moving force of water in mills.

Pneumatics, viz: Compression, density, and elasticity of air; theory and practice of barometric measurement; acoustics; explanation of the wind; wind as a moving force; theory of pumps; application of mechanics in various arts, and in the construction of machinery; consideration of first movers; combination and simplification of machinery; calculation of the maximum effects of machines; critical examination and analysis of various kinds of mills, engines, hydraulic works, &c.

The instruction in experimental philosophy will include an illustration of the physical properties of heat; the principles of light and colors; refraction and reflection of light; theory and use of lenses; construction of optical instruments: likewise the experimental investigation of the principles of magnetism, and of common and galvanic electricity.

The course of astronomy will comprehend a description of the solar system, and of the celestial and terrestrial spheres; motion of the earth, and the various vicissitudes and appearances arising therefrom; solution of the problems on the globes; figure of the earth; equation of time; motion, phases, and irregularities of the moon; eclipses of the sun and moon; theory of the tides; physical laws of the motion of the planets, primary and secondary; and of

the comets, and the determination of their orbits; theory of the connexions arising from parallax, refraction, aberration, precession, and nutation; application of spherical trigonometry to astronomy; use of instruments and tables; various methods of making, clearing, and calculating observations for the time, latitude, longitude, and true meridian; applications of astronomy to navigation; and the construction of general charts.

37. The course of engineering and science of war will comprehend:

Field fortification, viz: The description and analysis of the various systems of fortified lines; construction of batteries and redoubts; calculation of the labor, time, and materials for the construction of different kinds of field works; military bridges; defence of posts; field defilement; practical operations on the ground.

Permanent fortifications, viz: The attack and defence of fortified places; analysis of the systems of Vauban, Coehorn, Cormontaigne, and of the later improvements; construction of mines and fougasses, and their use in the attack and defence; construction of works; art of defilement; armament of fortresses.

Science of artillery, viz: The knowledge and use of the various kinds of ordnance and military projectiles; principles of gunnery, &c. &c.

Grand tactics, viz: Organization of armies; marches; orders of battle; battles; general maxims, deduced from the most important operations on record; castrametation.

Civil and military architecture, viz: Elementary parts of buildings, and their combination; orders of architecture; construction of buildings and arches, canals, bridges, and other public works; machines used in construction; also, the execution of a series of drawings, consisting of plans elevations, and sections, to illustrate the principal parts of the course.

PRACTICAL MILITARY INSTRUCTION.

38. This will embrace:

1st. A course of *infantry instruction*, viz: The system of infantry tactics established for the army of the United States, commencing with the elementary drill of the soldier, and including the school of the company, school of the battalion, and the evolutions of the line; the exercise and manœuvres of light infantry and riflemen; the duties in camp and garrison of privates, non-commissioned officers, and officers, including those of guard and police. 2d. A course of *artillery instruction*, viz: Nomenclature of the different parts of cannon, gun-carriages, caissons, and their implements; exercise and manœuvres of field artillery; exercise of siege artillery, including the mortar and howitzer exercises; mechanical manœuvres; target practice with the gun, howitzer, and mortar; duties of the laboratory. 3d. *Sword exercise*, including the exercise of the broad sword, and the cut-and-thrust, or small sword.

39. To complete the preceding course of studies will require four years; the branches to be pursued, and the course to be completed in each, exclusively of the practical military instruction, shall be as follows:

First year.—The French language, and a part of the mathematical course; algebra, geometry, plane trigonometry, application of algebra to geometry, and mensuration of planes and solids.

Second year.—Continuation of the French language, the first part of the course of drawing, and the remainder of the course of mathematics.

Third year.—The second part of the course of drawing, mechanics, experimental philosophy, astronomy, and the first part of the course of chemistry and mineralogy.

Fourth year.—Geography, history, moral science, engineering, and science of war, and the remainder of the course of chemistry and mineralogy.

40. Should it be found, by experience, that too great a portion of study or instruction is assigned, in the preceding course, to any particular year, the academic board shall be at liberty to transfer, from the course of one year to that of another, such particular portions of study or instruction as may appear necessary to produce an equality; which transfer shall be reported to the Secretary of War.

41. The annual term allotted to the class studies will be ten months, commencing on the 1st of September, and ending on the 1st of July following.

42. It shall be the duty of the academic board to assign the particular portion of study to be attended to in each class, between the commencement of the term and the winter examination, in such a manner as experience shall point out to be most conducive to the interests of the institution.

43. The daily allowance of time for the class studies will be not less than nine, nor more than ten hours.

The distribution of the studies, and the employment of time during each day, will, in general, be conformable to table No. 1, hereunto annexed.

44. The collateral portion of military instruction to be attended to in each year will be as follows:

First year.—School of the soldier, and the guard and police duties of privates.

Second year.—School of the company, and the duties of corporals.

Third year.—School of the battalion, and the duties of sergeants; also, the exercise and manœuvres of artillery pieces.

Fourth year.—Evolutions of the line, duties of orderly sergeants and commissioned officers, including those of the battalion staff and of officers of the day; also, the remainder of the instruction in artillery, and the sword exercise.

45. Practical military instruction will be given generally throughout the year; field exercises only will be limited between the 1st of April and the 1st of November following.

46. There will be an encampment of the cadets annually, to commence on the 1st day of July, and end on the 31st day of August next ensuing; during which, the instruction shall be exclusively military.

CLASSIFICATION.

47. The cadets shall be formed into four distinct annual classes, corresponding with the four years of study; that is to say, all cadets employed on the first year's course shall constitute the fourth, or lowest class; those on the second year's course shall constitute the third class; those on the third year's course shall constitute the second class; and those on the fourth year's course shall constitute the first class. No intermediate class shall in any case be allowed.

48. The classes shall be considered as taking their commencement on the 4th day of July, annually, and at no other time shall a cadet be advanced or transferred from the standing of one year to that of another; nor then, except upon due and sufficient examination by the academic board, and with the approbation of the Secretary of War.

GENERAL EXAMINATION.

49. The general examination of the classes preparatory to their advancement will commence on the first Monday of June, annually, at which time the cadets shall be examined by the academic board in all the branches of science and instruction through which they have passed, in presence of the board of visiters, and such other literary gentlemen as may be invited to attend.

50. Any cadet of either class, who, at that examination, shall be found deficient in the proper studies of the preceding year, shall be reduced to the class next following; or if, in the opinion of the academic board, he shall be evidently incapable of proceding with that class, his case shall be represented to the Secretary of War, to the end that he may be discharged.

51. Besides the general examination in June, above mentioned, a semi-annual one will be held by the academic board, in January of each year, commencing on the first Monday of that month.

ROLLS OF MERIT.

52. The internal organization and arrangement of the respective classes shall be strictly according to the principle of merit; to which end, the academic board, at the examinations in January and June, annually, shall carefully determine the relative merit of the cadets in each class, and in each particular branch of the studies of that class, and shall form a roll of the same. By a comparison of the particular rolls thus formed, and by attending to the relative weight and importance of the several branches, the board shall determine, at the examination in June, an order of general or aggregate merit in each class; according to which, the members of the class shall be arranged and enrolled from first to last.

53. The relative importance of the studies in each particular class, (excepting the first,) in forming the general merit-roll of that class, shall be specifically determined by the academic board;* in forming the final merit-roll of the first class, however, the different subjects of the course, and the conduct of the cadets, shall have weight as follows: *conduct*, three; *engineering and science of war*, three; *mathematics*, three; *natural philosophy*, three; *practical military instruction*, two; *geography, history, and moral science*, two; *chemistry and mineralogy*, two; *French*, one; *drawing*, one.

54. The superintendent will, annually, in the month of November, report to the War Department, for publication in the Army Register, the names of such cadets as have most distinguished themselves in the examinations, not exceeding five in each class, specifying the studies in which they excel.

MANNER OF GIVING INSTRUCTION.

55. For instruction in mathematics, the third and fourth classes shall be divided separately into convenient sections, which sections shall be counted off from the mathematical merit-roll of each class, respectively, in such manner that the first section shall consist of the first cadets on that roll; the second, of those next in order, and so on; the first section, thus formed, shall be under the immediate tuition of the professor, and each of the others of an assistant professor of mathematics, and will attend with him three hours every day in the recitation room of the section.

56. The instruction to be conveyed under each particular head of the specified course of mathematics will be proportioned in extent, as well as in the manner of conveying it, to the capacity of the different sections; and, in conformity with this principle, the following branches may be omitted, in the instruction of the lower sections, at the discretion of the academic board, viz: The summation of infinite series and figurate numbers; construction of logarithms; construction of trigonometrical tables and fluxions; those, together with the more profound and difficult investigations of the course, generally, being reserved for the sections of the highest rank.

57. For instruction in the French language, the two lower classes shall be counted off into sections, according to the French merit-roll, in like manner as in mathematics; each section to consist of not more than twenty pupils, and to be instructed one hour every day.

58. For instruction in natural and experimental philosophy, the second class shall be told off into convenient sections, and take rank at the commencement of that class, according to the roll of mathematical merit; the first section, so formed, shall be under the immediate instruction of the professor, and each of the others of an assistant professor of natural philosophy.

59. The instruction in natural philosophy, like that of mathematics, will be proportioned in extent, and in the manner of conveying it, to the rank and capacity of the different sections; the more abstruse and profound operations under each particular head being reserved for the higher sections.

60. The professors of mathematics, natural philosophy, and engineering, in order to ascertain the proficiency of the sections intrusted immediately to their assistants, and the manner in which they have performed their duty, shall, occasionally, and in rotation, where there are more than two sections, instruct the sections intrusted to the assistants; the periods for which will be fixed by the academic board, and reported to the War Department; and the assistant professor, when the professor has his section under instruction, shall take charge of the section usually under the instruction of the latter. Lectures on such portions of the studies as are most suitable to them may, with the assent of the superintendent, be substituted in lieu of the usual mode of instruction.

61. The teacher of drawing will give daily instruction to the second and third classes in the elements of drawing.

62. The first class for instruction in engineering shall be divided, according to the roll of general merit, into sections; the first of which shall be under the professor, and each of the others shall be under the particular instruction of an assistant professor; the extent and manner of instruction in each will be proportioned to the rank and capacity of the same; and the principles of engineering shall, as far as practicable, be taught by actual operations on the ground.

63. The first class will be taught entire, in one or two sections, according to circumstances, the course of geography, history, and moral science, successively, by the professor of ethics, who, having no assistant, will give immediate instruction in these branches.

64. The course of chemistry and mineralogy will be taught by the professor of those sciences, in a course of lectures and experiments, to the first and second classes, at the rate of three lectures per week to each, accompanied with suitable interrogatories.

65. The cadets shall be organized into companies by the superintendent, for the purpose of military instruction.

66. The instructor of tactics, under the direction of the superintendent, will have charge of the infantry drills and instruction, and also of the police and discipline of the cadets.

67. The instructor of artillery, under the direction of the superintendent, will have charge of all the practical instruction appertaining to artillery. He will also have charge of, and be accountable for, the ordnance and ordnance

* The academic board have determined that, in forming the general merit-rolls of the second, third, and fourth classes, the subjects of each course shall have weight as follows:

FOURTH CLASS. Mathematics, *two*—French language, *one*.

THIRD CLASS. Mathematics, *three*—French, *one*—Drawing, *one-half*.

SECOND CLASS. Philosophy, *three*—Chemistry, *one*—Drawing, *one*.

stores furnished for the use of the Military Academy and the post of West Point, and shall perform all the duties of a conductor of artillery.

68. The swordmaster will teach the exercises of the sword, at such times, and under such regulations, as the superintendent shall prescribe.

69. Each professor and instructor at the head of a separate department shall be the judge of the proper mode of conveying instruction in his own department, and shall be held responsible for the correctness of that mode.

70. Each instructor having the immediate charge of a class, or section of a class, for instruction, shall keep daily notes of their progress and relative merit, and at the end of each week shall report thereupon to the superintendent. (See form No. 2.)

71. An abstract of the weekly class reports, exhibiting the names of those who have been chiefly meritorious, as also of those who have been least so, in the respective sections, shall be made out by the superintendent, and forwarded weekly to the War Department. (See form No. 3.)

ADMISSION.

72. Each cadet, previously to his being admitted a member of the Military Academy, must be able to read distinctly, and pronounce correctly; to write a fair, legible hand; and to perform, with facility and accuracy, the various operations of the four ground rules of arithmetic, both simple and compound; also, of reduction, of simple and compound proportion, and of vulgar and decimal fractions.

73. No candidate for admission shall be received into the Military Academy who is below four feet nine inches in height, or who is deformed, or otherwise afflicted with any disease or infirmity which would render him unfit for the military service of the United States, or who may bring with him, at the time of presenting himself, any disorder of an infectious character.

74. All newly appointed cadets will be ordered to join the Military Academy, for examination, by the 30th day of June in each year; and no cadet shall be examined for admission after that time, unless he shall have been prevented from joining by sickness, or some other unavoidable cause; in which case, he may be examined on the 1st of September following, and, if then found qualified, may be admitted accordingly.

75. No cadet shall receive his warrant until after the January examination next ensuing his admission, and then only upon the report of the academic board that he has passed that examination in a satisfactory manner, and that his moral and military conduct previous thereto has, in like manner, been satisfactory; and the board will form a separate list of those who may not be favorably reported, noting particularly their character, degree of intellect, proficiency, and conduct, while at the academy; which list shall be reported to the Secretary of War.

FURLOUGHS.

76. The superintendent is authorized to grant furloughs to the cadets, at the request of their parents, during the period of encampment; provided, that not more than one-fourth part of the whole number be absent at any one time; and provided, also, that every cadet, previously to his receiving a furlough, shall have been present at not less than two entire encampments.

PROMOTIONS.

77. No cadet can be promoted from the academy, until he shall have completed his course of studies at the same, and received the diploma of the academic board to that effect.

78. Each cadet of the first class, who, at the final examination of that class, shall be found qualified for a commission, shall receive a diploma, signed by the superintendent and members of the academic board; and his name shall be presented to the Secretary of War by the inspector, with a recommendation for a commission in such corps as the diploma may authorize.

79. In the promotion of cadets, the lineal rank of each graduating class shall be established, in conformity to the principle of general merit, ascertained by the academic board.

80. The distribution of the cadets to the different corps of the army, at the time of promotion, shall be made according to their particular talents and qualifications, ascertained in like manner; provided, that this distribution be allowed, in no instance, to interfere with the principle of rank according to general merit.

81. No cadet who shall resign his warrant, or otherwise be separated from the academy, before the completion of his studies, shall, on any account, receive an appointment in the army of the United States, until after the promotion of the class to which he belonged; nor then, if such appointment interfere, in the smallest degree, with the rank of any member of that class.

82. No cadet, who shall be dismissed from the institution, or compelled to resign, on account of idleness, neglect of duty, or any species of bad conduct, shall be eligible to any office or post in the army of the United States, until at least five years after the promotion of the class to which he may have belonged.

DISCIPLINE, POLICE, &c.

83. The professors, the teachers, and cadets of the Military Academy, being a part of the corps of engineers, are, by law, subject to the rules and articles of war.

84. The cadets, not being commissioned officers, may be tried by a regimental or garrison court-martial; but a cadet, so tried, may appeal, in the manner prescribed by the rules and articles of war.

85. No cadet shall, in any case, be sentenced to suffer corporal punishment; nor shall any cadet be dismissed the service, or kept in close confinement for a longer period than twelve days, except by order of the President of the United States.

86. As obedience and subordination are essential to the ends of this institution, any cadet who shall disobey any command of the superintendent, or behave himself with contempt or disrespect towards him, or shall, by any means whatever, endeavor to persuade others to do the same, shall be dismissed from the service of the United States.

87. Any cadet who shall disobey the commands of his superior officer, professor, teacher, or instructor, or behave himself in a refractory or a disrespectful manner, shall be dismissed, or otherwise less severely punished, according to the nature and degree of his offence.

88. Any cadet who shall insult a sentinel, by words or gesture, shall be dismissed, or otherwise less severely punished.

89. Any cadet who shall answer to another's name at any roll-call, or who shall engage any other cadet to answer for him, shall be dismissed the service, or otherwise less severely punished.

90. The pay and subsistence of all cadets who neglect to join the Military Academy on the expiration of their furloughs shall be stopped; nor will the pay and subsistence so stopped be issued to them, unless they shall have been prevented from joining by sickness, or some other unavoidable cause.

91. Any cadet who shall be absent from the academy, without leave, for a longer period than two months, shall be dismissed the service.

92. No cadet shall go beyond the walls of West Point, or such other limits as may hereafter be prescribed.

93. No cadet is to visit another's room, or be absent from his own, in study hours, or between tattoo and reveille, without permission from the proper authority.

94. All scuffling, at any time or place, and all unnecessary noise, within or near the barracks, is strictly prohibited.

95. All cooking in quarters, or giving entertainments within or out of quarters, is strictly prohibited.

96. No cadet shall be allowed to keep a waiter, horse, or dog.

97. The strictest attention to study, and all other duties, will be required. Every cadet, therefore, who shall absent himself from duty of any kind, and shall fail to render a satisfactory excuse, in writing, for such absence, shall be reprimanded, put upon extra duty, or confined, according to the circumstances of the case; and any cadet who shall be habitually negligent of his studies, or other duties, shall be dismissed the service.

98. Any cadet who shall play at cards, or any game of chance, or who shall, without permission, procure or use wine or spirituous liquors, or shall go to any inn or public house, shall be dismissed the service.

99. On Sundays, except during the hours of divine service, at which all academic officers and cadets must strictly attend, every cadet will attend to reading or study at his own room. No application for leave of absence must be made on that day.

100. Any cadet who shall behave indecently or irreverently while attending divine service, or shall use any profane oath or execration, or who shall profane the Sabbath, shall be dismissed, or otherwise less severely punished, according to the nature of his offence.

101. Every cadet of dissipated or other vicious habit shall be dismissed the service.

102. The cadets are not only required to abstain from all vicious, immoral, or irregular conduct, but they are also expected, on every occasion, to conduct themselves with the propriety and decorum of gentlemen: any cadet who shall be guilty of conduct unbecoming an officer and a gentlemen shall be dismissed the service.

103. No cadet shall send a challenge to another cadet to fight a duel, or accept a challenge, if sent, upon pain of being dismissed the service; and all seconds, carriers, or promoters of challenges, in order to duels, shall be deemed principals, and punished accordingly.

104. Every cadet, knowing that any other cadet has sent or accepted, or is about to send or accept, a challenge to fight a duel, is required to give immediate information thereof to the superintendent.

105. Any cadet who shall upbraid another for refusing a challenge, shall himself be punished as a challenger.

106. No cadet shall use any reproachful or provoking speeches or gestures to another, upon pain of being confined, and of asking pardon of the party offended, in presence of his commanding officer.

107. Any cadet who shall, by any means whatever, traduce or defame another, shall be dismissed, or otherwise less severely punished, according to the nature of his offence.

108. Any cadet who shall strike, or in any manner offer violence to, another, shall be punished as specified in the preceding paragraph.

109. Any cadet who shall beat, or otherwise ill treat, any citizen, shall, besides being amenable to the laws, be otherwise punished, according to the nature of his offence.

110. No cadet shall sign any certificate or statement relative to personal altercations between officers and cadets, or to any transactions of a private or personal nature, without permission from the superintendent.

111. All cadets who shall combine or agree together to hold no friendly or social intercourse with another, and any cadet who shall endeavor to pursuade others to enter into such combination or agreement, shall be dismissed the service, or otherwise severely punished.

112. All combinations, under any pretext whatever, are strictly prohibited. Any cadet who, in concert with others, shall adopt any measure, or system of measures, under pretence of procuring a redress of grievances, or who shall sign any paper, or enter into any written or verbal agreement, with a view to violate or evade any regulation of the academy, or to do any act contrary to the rules of good order and subordination, or who shall endeavor to persuade others to do the same, shall be dismissed the service.

113. If any cadet shall think himself wronged by another, or by an officer, he is to complain thereof to the superintendent, who is hereby required to examine into the said complaint, and to take the proper measures for redressing the wrong complained of. Should the complaining party be refused redress, he may appeal to the Department of War, through the superintendent of the academy, whose duty it shall be to forward the appeal to the Secretary of War, for his examination and order on the same.

114. All publications relative to the Military Academy, or to transactions at the Military Academy, are strictly prohibited. Any professor, assistant professor, teacher, academic officer, or cadet, therefore, who shall be at all concerned in writing or publishing any article of such character, in any newspaper, or pamphlet, or in writing or publishing any handbill, shall be dismissed the service, or otherwise severely punished.

115. All communications to the Department of War, from any person or persons belonging to the Military Academy, must be made through the superintendent, whose duty it shall be to forward such communications to the Department of War, accompanied with such remarks as he may think proper.

116. Each cadet shall keep himself, at all times, supplied with the under-mentioned articles of clothing and necessaries, viz:

One uniform coatee, of gray cloth, single-breasted, three rows of eight gilt bullet buttons in front, and button-holes of black silk cord, in the herring-bone form, with a festoon turned at the back end; a standing collar to fit the neck, and hook in front; the cuffs four inches wide; the bottom of the breast and the hip buttons to range; on the collar, one blind hole of cord, formed like that of the breast, four inches long, with a button on each side; cord holes, in the like form, to proceed from three buttons placed lengthwise on the skirts, with three buttons down the plaits. The cuffs to be indented with three buttons, and cord holes likewise on each sleeve, corresponding with the indentation of the cuff, in the centre of which is to be inserted the lower button.

One vest, of gray cloth, for winter, single-breasted, yellow gilt buttons, trimmed with black silk lace.

Two pairs of pantaloons, of gray cloth, for winter, trimmed down the sides with black silk lace, and an Austrian knot in front; no buttons on the sides or at the bottom.

Four pairs of Russia sheeting pantaloons, for summer, without trimmings; the form the same as for winter.

One pair of fatigue pantaloons, of cotton, blue mixed.

One fatigue jacket, with sleeves, cotton, blue mixed.

One uniform cap, black leather, bell crown, seven inches high, with a semicircular visor, of strong leather, highly polished; yellow plate, diamond shape; black plume, eight inches long; leather cockcade, two and a half inches diameter, with a small yellow eagle; yellow scales, to fasten in front, or under the chin.

One forage cap, of gray cloth.
Two black silk stocks.
*Two pairs of Jefferson shoes, rising above the ankle joint, under the pantaloons.
*Two pairs of white leather gloves.
Two sets of white belts.
*Seven shirts.
*Seven pairs of worsted socks.
*Seven pairs of cotton socks.
*Four pocket handkerchiefs.
*Six towels.
*One foul clothes bag, made of ticking.
*One clothes brush.
*One hair brush.
*One tooth brush.
*One comb.
One mattress.
One pillow.
*Two pillow-cases.
*Two pairs of sheets.
*Two pairs of blankets.
One bed strap.
One small table.
One small looking-glass.
One chair.
One tin candlestick.
One tin wash-basin.
One tin tumbler.
One pitcher.
*One leather trunk.
One broom.
One account book.

All articles of uniform clothing and equipments must be made in strict conformity to approved patterns.

N. B. Cadets are required to bring with them to the academy the articles marked thus *.

117. No citizen's dress, or dress resembling the military, without conforming to the regulations, will be worn by a cadet on any occasion.

118. Neatness of dress, as well as personal cleanliness, will be required of every cadet; his clothes must be put on in a soldier-like manner, and his arms and accoutrements kept in perfect order.

119. Every cadet is prohibited selling, or otherwise disposing of, his clothing, or of any other article which he may have purchased for his own use, without permission of the superintendent.

120. The rooms occupied by cadets, as well as the furniture thereof, must be kept in perfect order. Any cadet, who shall wantonly damage any quarters, or their appurtenances, shall, besides making good such damages, be confined, or otherwise less severely punished, according to the nature and degree of his offence.

121. Any cadet who shall lose, damage, destroy, sell, or otherwise dispose of, his arms, accoutrements, books, instruments, or any other public property which he may have in his possession, shall, besides paying for the same, be dismissed, or otherwise less severely punished, according to the nature of his offence.

122. No cadet shall contract any debt, without permission of the superintendent. All authorized debts shall be paid by the treasurer, out of the pay and subsistence of the cadet by whom such debts have been contracted.

123. Every cadet shall keep a book, in which shall be charged every article he may purchase on credit; this book shall be examined by the superintendent, and, if found to be correct, shall be a voucher to the treasurer for the liquidation of the debt.

124. The treasurer shall keep an account open with each cadet, in which he shall be credited with his monthly pay and subsistence, and charged with the amounts paid to his creditors: any cadet will be permitted to inspect his account, whenever he shall apply for that purpose, during office hours.

125. Proper receipts will be taken by the treasurer, and kept on file in his office, for all moneys paid by him on account of any cadet.

126. Every cadet shall receive the balance, if any, which may be due him, each pay day, and shall then sign the receipt-rolls. Any cadet who shall refuse to sign the receipt-rolls, after his accounts shall have been properly adjusted by the treasurer, shall be dismissed the service.

127. No cadet shall apply for or receive money from his parents, or from any person whomsoever, without permission from the Secretary of War, or recommendation of the superintendent; any violation of which will be considered a positive disobedience of orders, and punished accordingly.

128. All immoralities, disorders, misbehavior, or neglects, which cadets may be guilty of, to the prejudice of good order and military discipline, though not herein expressly mentioned, are to be punished according to the nature and degree of the offence.

129. It shall be the duty of every professor, teacher, assistant professor, or acting assistant professor, as well as of every officer stationed at West Point, who is knowing to any violation of the academic rules and regulations, or to any crime, irregularity, neglect, or other improper conduct, of which a cadet has been guilty, to report the same, without delay, to the superintendent.

130. The professors, assistant professors, and teachers, will be held accountable for the regular and orderly conduct of their respective classes, or sections, while under their immediate instruction.

131. No professor, assistant professor, or teacher, will give a certificate, or make any report relating to the qualifications or standing of any member of the institution, or concerning the examination of any candidate for admission, separate from the academic board, unless required so to do by special direction from the superintendent or inspector of the Military Academy.

132. Each professor and instructor at the head of a separate department will have charge of, and be accountable for, the instruments and apparatus with which he shall be furnished for the use of his department.

133. The superintendent will cause a registry to be kept of all the delinquencies and punishments which may take place at the academy; and, at the end of every month, will report to the Department of War the names of those cadets who, during the month, have been most distinguished for correct deportment; also, the names of those who have been guilty of offences, specifying the number of offences committed by each; and of those who have been punished during the same period; specifying, in each case, the nature and degree of the offence and punishment.

134. All necessary regulations for interior police and discipline, not inconsistent with the above, will be established by the superintendent, (to be reported to the Secretary of War,) and are to be duly observed and obeyed.

Additional regulations, made in conformity with the preceding paragraph.

ORGANIZATION OF THE CADETS.

135. The cadets will be arranged for barracks into two companies, and for encampment into four companies. These companies shall form one battalion, to be commanded by the instructor of infantry tactics.

136. The appointment of the company officers and battalion staff will be made by the commandant of cadets, with the approbation of the superintendent; the selection to be made from those cadets who have acquired the best knowledge of tactics, have been the most active in the performance of their duties, and the most exemplary in their general deportment. As far as practicable, the commissioned officers and first sergeants will be taken from the first class, all other sergeants from the second class, and the corporals from the third class.

ASSIGNMENT OF QUARTERS.

137. The north barrack is assigned to the first company, and the south barrack to the second company of cadets.

138. Except in cases of absolute necessity, not more than four cadets will be arranged to one room in the north barrack, nor more than three to one room in the south barrack.

139. No cadet will remove from the room assigned to him, nor occupy any other room, without permission from the commandant of cadets.

ACADEMIC DUTIES.

140. When the weather will permit, the classes and sections will be formed on the battalion parade-ground. In bad weather, they will be formed in the lower hall of the north barrack. Every section must be formed within three minutes after the signal shall be sounded.

141. Every cadet, while on the class parade, or while marching to and from the academy, is required to observe perfect silence and regularity.

142. The cadets will form, march, and take seats in their academies, according to the order of their names on the section merit-roll.

143. No cadet, unless he be an acting assistant professor or teacher, or officer of the day, will be exempted from marching with his section.

144. No cadet will be allowed to go out of his academy till after one hour from its commencement; nor then, except on a necessary occasion. Cadets who get permission to go out will return as quickly as possible. Any cadet who remains out longer than ten minutes will be deemed guilty of disobedience of orders.

145. It will be the duty of every squad-marcher to form and call the roll of his section; to report all absentees to the officer of the day; to march his section, in a soldier-like manner, to and from the academy; to report, in writing, to the officer of the week, all infractions of the regulations, and all irregularities committed by any cadet of the section under his charge.

146. Whenever a squad-marcher is exempted from marching, in consequence of indisposition, or from any other cause, his duties will be performed by the next highest on the roll.

COMMONS.

147. The instructor of tactics is inspector of the commons; it will be his duty to report to the superintendent all deficiencies in the *bill of fare*, or in the police of the commons, and to watch over the execution of all established mess regulations.

148. There shall be appointed, by the inspector of commons, a superintendent of each of the mess halls, who shall be held accountable to the inspector for the strict observance, in their respective halls, of good order and decorum, and of all established mess regulations.

149. The cadets shall be divided into as many squads as there are tables, to each of which there shall be appointed, by the inspector, a first and a second carver, who shall be held accountable to the superintendents of the halls that those for whom they carve strictly observe the regulations.

150. At the signal for breakfast, dinner, and supper, the squads are to be formed, in front of the south barrack, by their respective carvers, acting as squad-marchers; after which they will be marched to the commons under the command of the superintendent of the lower mess hall, assisted by the superintendent of the upper hall. The carvers will march with their respective squads.

151. Each cadet is to have his particular place at table assigned to him, which he is not to change without permission of the inspector.

152. No cadet is to go to his meals without marching.

153. All unnecessary talking at table is prohibited; the carvers only will call on the waiters.

154. Wasting, or taking from the mess house, provisions of any kind, is strictly forbidden.

155. The officer, or non-commissioned officer, commanding the guard of cadets, will be held accountable to the inspector that no person, except he belongs to the guard, or is under its charge, goes to his meals with said guard.

156. All reports appertaining to the commons must be made to the inspector.

LIBRARY.

157. The librarian is responsible for the books in the library; he will, therefore, deny the key of it to all persons, except the superintendent.

158. No books shall be taken from the library without the knowledge and presence of the librarian.

159. Every Saturday, from 2 to 4 o'clock, P. M., the librarian will attend at the library room for the purpose of delivering and receiving books.

160. No person, except members of the instititution, or officers residing at the post, shall be allowed to draw books from the library.

161. Cadets are allowed to take from the library such books only as are calculated to assist them in their class studies; but no cadet may draw more than one volume at a time, nor keep any volume longer than one week, without special permission.

162. No cadet shall enter beyond the librarian's table, or take down any book from its place.

163. No member of the academic board shall be allowed to have in his possession more than eight volumes at the same time; no other officer more than four volumes; and for every book drawn a receipt shall be given to the librarian.

164. No person shall lend any book which he has drawn from the library.

165. No book shall be detained from the library more than two months, without special permission.

166. All books drawn from the library shall be returned on the last Saturday of May, annually; from which time, until the 5th of July following, no book shall be taken from the library, without special leave from the superintendent.

167. All persons who draw books from the library shall be responsible for the damages done to them, to be estimated by the librarian, or by a committee appointed by the superintendent. The librarian shall keep an account of all damages done to the books, and all fines assessed; and no person shall be allowed to draw books from the library while a fine remains unpaid.

SICK.

168. At sunrise the surgeon's call will be given, when the sick, who are able to leave their rooms without prejudice, will repair to the dispensary. The patients who cannot attend at the dispensary will be visited by the surgeon.

169. Patients in the hospital will obey all orders of the surgeon. Cadets, sick in quarters, will continue to perform all their duties, except those from which they have been expressly excused by the surgeon.

CONFINEMENT.

170. The superintendent and the commandant of cadets will alone have the power to confine a cadet, except for mutiny, wilful disobedience of orders, or gross disrespect to a superior; in which case, the offender may be confined to quarters; but such confinement shall be promptly reported to the superintendent through the commandant of cadets.

171. Cadets confined to quarters will march to meals with the guard, and will attend to all duties, except those of guard and dress parades.

172. Any cadet confined to quarters, who shall break his confinement, shall be brought before a court-martial, and tried for wilful disobedience of orders.

FURLOUGHS AND LEAVES OF ABSENCE.

173. All applications by cadets for furloughs, during encampment, will be made in writing, to the superintendent, and left with the post adjutant on the 1st of June each year, accompanied by the written request of the parent or guardian of the applicant.

174. Every cadet applying for a furlough will state the place to which he may wish to go, and to which any order necessary to be sent to him during his absence may be addressed.

175. Applications for leave of absence, during term time, if for a period not exceeding twenty-four hours, and all similar applications, made during encampment, for any period whatever, must, in the first instance, be made to the commandant of cadets, and, if approved by him, will then be submitted to the superintendent for his approbation.

176. Every cadet returning from furlough or leave of absence will, immediately on his arrival at his post, report himself for duty to the superintendent, to the post adjutant, and to the commandant of cadets.

177. Any cadet who shall fail to return to the Military Academy, on the expiration of his furlough or leave of absence, will subject himself to be tried before a court-martial, unless he shall have been prevented from returning by sickness, or some other unavoidable cause; of which proper certificates shall be presented in writing.

POLICE OF THE BARRACKS.

178. The cadets, in rotation, act as orderlies to their respective rooms. They are detailed weekly, and enter upon their duties every Sunday morning. The orderly for the week is held responsible for the cleanliness of his room, the arrangement of the furniture, and the observance of the regulations of the academy generally therein. He is accountable for the preservation of all public property in common use attached to the room, and is particularly responsible for the strict observance of all regulations guarding against accidents by fire. It will be his duty to report all infractions of regulations in the room over which he has charge, and failing so to do will render him liable to punishment as an offender in the same degree. He will, on entering upon his duties as orderly, post his name in some conspicuous place in his room; and he is not to be relieved until his room shall have been inspected and found in good order. Should it not pass inspection, he will be continued as orderly another week, or less, at the discretion of the commandant of the barrack. The orderlies of each division shall, when necessary, under the direction of the superintendent of their division, wash or sweep the floors of the halls and piazzas. They will wash their own rooms every Saturday, between one and four, P. M., and at no other periods, unless by written permission from the commandant of the barrack.

179. The superintendents of divisions are selected from those cadets who act as captains and lieutenants in the corps. They are charged with a general supervision of their division. It is accordingly their duty to notice and report all irregularities and infringements of regulations, and such other offences which, though not specified, are nevertheless contrary to good order and discipline. At thirty minutes after reveille, each superintendent will visit and inspect every room in his division, noticing particularly the state of police, and all infractions of regulations, and report to the officer in command of the barrack, in the following form, viz:

I certify that I have carefully and thoroughly inspected the rooms of my division (N. B. or S. B.) at the taps last evening, and thirty minutes after reveille this morning, and that I have reported all infractions of regulations, and such rooms as are not in good order.

_____ _____,

Superintendent Division, S. B.

It is his duty, in the event of noise, scuffling, or any improper conduct whatever, to repair instantly to the spot, order the parties to their rooms, and forthwith make report of the circumstances to the commandant of the barrack, or, in his absence, to the officer of the week; to visit his rooms, at the taps; see that the lights are extinguished; the fires properly secured; the occupants present, and in bed. All his inquiries to this effect will be directed to the orderly, whose duty it will be to give prompt and satisfactory answers. The superintendent will keep a regular roster of orderlies, personally warn those who are for duty, and see that their names, as such, are properly posted. They are responsible to the officers commanding the barracks for the faithful and active discharge of their duties.

180. Each cadet officer of the corps is detailed, in his turn, as officer of the day, and will, when relieving, demand of the relieved officer all orders of a general nature which he may have received, not embraced in the regulations, and all such of a special nature as are to be attended to during his tour. He will give the guard the orders of the day, regulate the reliefs, see their arms properly lodged in the guardroom, and dismiss them to academic duties. He will attend to the class signals, and see that they are given at the precise hour directed; to the formation of classes and sections; receive the reports of squad-marchers; note down the absentees, and give attention to the enforcement of good order and regularity on parade, and marching to and from it. After the squads are formed, united, and the reports taken, the officer of the day will face the whole to the flank nearest the academy, and march them off

as a battalion, the squad-marchers filing out as they approach their respective section rooms. He will, immediately after dismissing the parade, seek all absentees from academic as well as military duties, and order them to repair to the academy parade, or wherever their presence may be required. He will visit the rooms, between the hours of 7 and 9 P. M., and pass through the halls and piazzas not less than three times each day, and take special care that order and regularity are observed. He will cause the sentinels to be put on post at proper periods; visit them during each relief; ascertain whether they have their orders, and know and perform their duties. His station, from reveille until tattoo, except when necessarily absent in the performance of his duty, or at meals, will be at or in the vicinity of the guardroom. During his tour, he will give his whole attention to the performance of his duties. He will be held responsible that no disorders exist in or near the barracks, without prompt and effectual measures being taken to suppress the same. His reports which do not require immediate attention will be included in his guard report, which will be handed to the commandant of the corps immediately after he is relieved. He will receive and obey the orders of the officer of the week, stating them on his report.

181. The assistant instructors of tactics are detailed alternately as officer of the week. He has a general charge and responsibility; is to see that duty is done agreeably to regulation and orders; to take the necessary measures to correct any and all irregularities; and must not absent himself during his tour more than is absolutely necessary.

182. Each of the cadets' barracks is under the immediate charge of one of the assistant instructors of tactics, who is responsible for the police, regularity, and good order of his barrack, generally. He will make a daily report of its condition to the commanding officer of the corps, showing, in addition to its general police, the three best and the three worst rooms, with the names of the orderlies. He is required to visit and inspect his barrack not less than twice each day, at such hours as the object of his visit may be best attained; and all cadets are required to yield the most implicit obedience to his orders.

183. The cadets are strictly forbidden to throw stones, snow balls, or other imaterials, near the barracks or academy. They are also forbidden to throw water or filth out of the windows, or from the piazzas.

184. Every cadet is strictly forbidden to play on any instrument of music, except in hours allowed for recreation.

185. Cadets are forbidden to play at chess, chequers, or backgammon, or to keep boards and men in their rooms for that purpose.

186. No cadet shall read, or keep in his room, without permission, any novel, romance, or play.

MISCELLANEOUS REGULATIONS.

187. No cadet will go off the public ground of West Point without a written permission, signed by the commandant of cadets, and approved by the superintendent. Any infraction of this article will be deemed wilful disobedience of orders, and punished accordingly.

188. Cadets are at liberty to walk on the public ground beyond the walls of the post, by obtaining permission to that effect from their commandant. Such permission need not be sanctioned by the superintendent.

189. No cadet will go on Havens's or on the public wharf, or bathe in the river, without permission from the commandant of cadets.

190. Cadets are prohibited from going to the mess house, except at their regular meals.

191. Cadets are not allowed to visit in the families at the post, (Saturday afternoons excepted,) without special permission from the superintendent, on the written request of the officer or other person at whose house they may wish to visit. Any infraction of this article will subject the offender to be tried by a court-martial for wilful disobedience of orders.

192. No person shall be allowed to pay visits to the cadets on the Sabbath day, or evening, nor in study hours on any day of the week, nor after tattoo; nor will strangers be allowed to enter the barracks at any time, unless accompanied by a cadet, or by an officer.

193. The cadets are forbidden to organize any society, or to hold any meeting, without a special license from the superintendent, and for such purposes only as shall be expressed in the license.

194. The cadets are prohibited from taking any newspaper, or other periodical publication, without a special permission from the superintendent; and no such permission will be given for more than one newspaper to each cadet, and then only on condition of its being paid for in advance.

195. Every cadet, on entering the service, obligates himself to continue therein during the pleasure of the Persident. No cadet, therefore, will tender his resignation, unless impelled thereto by urgent reasons, which reasons must be fully stated in his letter of resignation; such letter to be accompanied by the written consent of his parent or guardian.

196. Every Sunday, before church, when the weather is favorable, there will be a review and inspection of the battalion of cadets.

197. The instructors will hand in their weekly reports to the superintendent every Saturday, between 2 and 4 o'clock, P. M.

198. The superintendent will transact business with cadets every day, (Sundays excepted,) between 7 and 8 o' clock, A. M., and with officers between 4 and 5 o'clock, P. M.

199. The general regulations of the army, as far as applicable, will be strictly observed at this institution.

200. No officer, having temporary command of the academy, will make the least alteration in the foregoing regulations, or issue any order inconsistent therewith.

Approved by the Secretary of War.

ALEX. MACOMB,
Major General, Inspector of the Military Academy.

No. 1.—(See paragraph 43.)

UNITED STATES' MILITARY ACADEMY.—*Distribution of studies and employment of time during the day.*

From dawn of day to sunrise.	From sunrise to 7 o'clock.	From 7 to 8.	From 8 to 11 o'clock.	From 11 to 12.	From 12 to 1 o'clock.	From 1 to 2.	From 2 to 4 o'clock.	From 4 to sunset.	From sunset to half hour past.	From half hour past sunset to half past 9 o'clock.	From half past 9 to 10 o'cl'k.
					FIRST CLASS.						
Reveille at dawn of day.—Roll-call immediately after reveille.—Police of rooms.—Cleaning of arms, accoutrements, &c.—Inspection of rooms thirty minutes after roll-call.	Study of engineering and the military art.	Breakfast at 7 o'clock.—Guard mounting at half past 7.—Class parade at 8.	Recitations and drawing relative to engineering and the military art.	Lectures on engineering and the military art.	*Monday, Wednesday,* and *Friday,* lectures on chemistry applied to the arts, or on mineralogy and geology. *Tuesday, Thursday,* and *Saturday,* study of the same subject.	Dinner at 1 o'clock.—Recreation from dinner to 2 o'clock.	Study and recitations of geography, history, ethics, and national law.	Military exercises.—Dress parade and roll-call at sunset.	Supper immediately after parade.—Signal to retire to quarters immediately after supper.	Study of engineering and the military art.	Tattoo at half past 9 o'clock.—Roll-call immediately after tattoo. Signal to extinguish lights, and inspection of rooms, at 10 o'clock.
					SECOND CLASS.						
	Study of natural and experimental philosophy.		Recitations in natural and experimental philosophy.	Lectures on natural and experimental philosophy.	*Tuesday, Thursday,* and *Saturday,* lectures on chemistry. *Monday, Wednesday,* and *Friday,* study of the same subject.		Drawing of landscape and topography.			Study of natural and experimental philosophy.	
					THIRD CLASS.						
	Study of mathematics.		Recitations in mathematics.	Study of mathematics.	Recitations in French.		*Monday, Wednesday,* and *Friday,* drawing of the human figure. *Tuesday* and *Thursday,* study of French.			Study of mathematics.	
					FOURTH CLASS.						
	Study of mathematics.		Recitations in mathematics.	Study of mathematics.	Study and recitations of French.		Study and recitations of French.			Study of mathematics.	

No. 2.—(See paragraph 70.)

UNITED STATES' MILITARY ACADEMY.

Weekly class report. *Week ending November* 18, 1820. } Second class. { *Department of philosophy.* *Section second.*

Number.	Names.	Monday.	Tuesday.	Wednesday.	Thursday.	Friday.	Saturday.	Total.	Remarks.
1	D,	3	2½	2	2	1	1½	12	
2	R,	3	2	2	1½	1	1½	11	
3	G,	3	2½	2½	2	1½	1½	13	
4	C,	3	½	3	2½	2½	3	14½	
5	L,	2	1½	1	1½	1	1	8	
6	G,	3	3	3	2½	2½	3	17	
7	Y,	3	3	3	2½	2	3	16½	
8	M.C,	½	-2	0	1	-1	0	-1½	Progress from proposition 315 to proposition 380, in Gregory's Mechanics, vol. 1.
9	P,	3	3	3	2½	2	3	16½	
10	T,	2	1½	2	1½	2	1	10	
11	B,	1½	1½	1½	1	1½	1	8	
12	W,	1½	2	1½	1	1½	½	8	
13	H,	-1	1½	1½	½	1	½	4	
14	M,	1	½	1	0	½	0	3	
15	D,	1½	2	1	1	1	½	7	
16	V,	2	1	1	1	1½	1	7½	
17	W,	3	1½	1½	1	1½	1	9½	

S. T., *Assistant professor of philosophy.*

To Brevet Major S. THAYER, *Superintendent Military Academy.*

Explanation of the figures and signs used above.

Scale of merit used.	Best. 3	2½	Very good. 2	1½	Good. 1	Indiffer'nt. 0	Bad. -1	-2	Worst. -3

The intermediate numbers, as 2½, 1½, &c., express intermediate merit.

No. 3.—(See paragraph 71.)

Consolidation of the weekly class reports of the Military Academy for the week ending 19th of April, 1823.

Class.	Department.	Section.	Best.	Worst.	Remarks.
FIRST.	Fortification and the military art.	1st.	A. M. G. S. G. G. C. R.		
		2d.	L. N. J. F.	D. W. A. J. W. C.	
	Geography, history, ethics, and national law.	1st.	A. M. G. N. A. K.		
		2d.	G. A. G. W. C.	H. D.	
	Chemistry applied to the arts, and mineralogy.		A. K. A. M. G. N. A. B.	C. H. G. M.	
	Tactics.	1st.			
		2d.			
SECOND.	Natural and experimental philosophy and astronomy.	1st.	D. H. M. R. H. P. J. W. A. S.		
		2d.	W. B. A. J. J. C.	A. M'M. W. H.	
	Chemistry.	1st.	D. H. M. J. W. A. S. R. B. P.		
		2d.	J. M. F. H. C.	D. S. M.	
	Drawing of landscape and topography.		D. H. M. W. G. W. J. C.	W. B.	
THIRD.	Mathematics.	1st.	A. D. B. H. S. P. M'M. E. T. T. S. B.		
		2d.	T. M. W. I. S. A. D. M.	G. D.	
		3d.	J. B. G. J. S. W. W. R. M.	R. A. C. N. F. W. S. M.	
	French language.	1st.	A. D. B. H. S. S. R. A. F. T. J. R. I.		
		2d.	A. D. M. F. T. C. F. S.		
		3d.	W. I. S. L. W. C.	O. C.	
		4th.	G. O. D. J. F. S. F. N.	N. F. G. W. G.	
	Drawing of the human figure.	1st.	A. H. B. R. C. S. A. D. M.		
		2d.	G. O. D. W. R. M. J. E.	N. F. J. C.	
FOURTH.	Mathematics.	1st.	W. B. W. H. C. B. C. G. R. T. S. T. J. B.		
		2d.	P. A. R. N. St. J. D. I. C. T.	G. K.	
		3d.	S. H. R. S. H.	W. B. L.	
		4th.	T. A. F. B. M'N. E. M. L.	J. M. E.	
		5th.	J. T. R. W. K.	W. B. H. A. E. B. F. G.	
	French language.	1st.	C. G. R. G. P. B. H. H. R. W. J. B.		
		2d.	T. S. T. P. A. R. S. H.		
		3d.	J. S. H. J. W.		
		4th.	D. H. T.		
		5th.	E. M. L. J. T. P. C. C.	T. A. J. M. E. A. E. B. T. S. T.	

S. THAYER, *Brevet Lt. Col., Super't Military Academy.*

No. 4.

UNITED STATES' MILITARY ACADEMY.—*Studies and class books.*

Class.	Department.	Subjects.	Class books.
FIRST CLASS—4th year's course.	*Engineering.*	Science of artillery. Field fortification. Permanent fortification. Grand tactics. Civil and military architecture and constructions.	Treatise on the Science of War and Fortification, by Gay de Vernon. Traité des Machines, par Hachette. Programme d'un Cours de Construction, par Sganzin.
	History and Ethics.	Geography. History. Moral philosophy. Law of nations.	Morse's Geography. Tytler's Elements of General History. Paley's Principles of Moral and Political Philosophy. Vattel's Law of Nations.
	Chemistry and Mineralogy.	Application of chemistry to the arts. Mineralogy.	Cleveland's Treatise on Mineralogy and Geology.
	Tactics.	School of the soldier. Company and battalion. Evolutions of the line. Exercise and manœuvres of artillery.	Rules and Regulations for the Field Exercise, and Manœuvres of Infantry. Lallemand's Treatise on Artillery.
SECOND CLASS—3d year's course.	*Natural and Experimental Philosophy.*	Statics. Dynamics. Hydrostatics. Hydrodynamics. Pneumatics. Magnetism. Electricity. Optics. Astronomy.	Gregory's Treatise of Mechanics. Newton's Principia. Enfield's Institutes of Natural Philosophy.
	Chemistry.	Chemical philosophy.	Henry's Chemistry.
	Drawing.	Landscape. Topography.	
THIRD CLASS—2d year's course.	*Mathematics.*	Fluxions. Analytical geometry. Perspective, shades, and shadows. Conic sections. Descriptive geometry.	Traité du Calcul, Différential et Intégral, par Lacroix. Essai de Géométrie Analytique appliquée aux Courbes et aux Surfaces du second ordre, par Biot. Crozet's Treatise on Perspective, Shades, and Shadows. Crozet's Treatise on Descriptive Geometry and Conic Sections.
	French language.	Translation from French into English.	Histoire de Gil Blas, les trois derniers tomes. Histoire de Charles XII, par Voltaire.
	Drawing.	Human figure.	
FOURTH CLASS—1st year's course.	*Mathematics.*	Mensuration and surveying. Trigonometry. Geometry. Algebra.	Treatise on Plane and Spherical Trigonometry, and on the application of Algebra to Geometry, translated from the French of Lacroix and Bezout, by Professor Farrar. Legendre's Geometry. Complément des Elémens d'Algébre, par Lacroix. Lacroix's Elements of Algebra.
	French language.	Translation from French into English. French grammar.	Histoire de Gil Blas, le tome premier. Berard's Lecteur François. Berard's French Grammar.

I.

Statement of the number of applications from the several States and Territories and the District of Columbia for admission to the Military Academy at West Point.

From Maine,	6	From Kentucky,	44
New Hampshire,	20	Tennessee,	15
Massachusetts,	36	Ohio,	18
Rhode Island,	12	Louisiana,	15
Connecticut,	38	Indiana,	9
Vermont,	38	Mississippi,	8
New York,	135	Illinois, none.	
New Jersey,	28	Alabama,	9
Pennsylvania,	97	Missouri,	6
Delaware,	8	Michigan Territory,	7
Maryland,	50	Arkansas Territory,	2
Virginia,	88	District of Columbia,	27
North Carolina,	24	Florida Territory,	3
South Carolina,	49		
Georgia,	18		810

K.

Estimate of the expense of horses required to teach the cadets equitation and the cavalry exercises and manœuvres.

For 1824.

For the erection of a stable,	$600
For the purchase of 24 horses, at $100,	2,400
For forage for 24 horses from the 1st October to the 31st December, 1824, at $25,	360
Shoeing 24 horses, and other incidental expenses,	30
Total,	$3,390

Annual expense after the first year.

Forage for 24 horses, at $70 each,	$1,680
Shoeing do. and other incidental expenses,	120
For the purchase of horses to replace those which may be condemned as unfit for service,	400
Total,	$2,200

L.

Comparative view of the expense of instruction at the United States' Military Academy, Royal Military College at Sandhurst, and Woolwich Academy.

	Military Academy at West Point, according to the proposed organization.			Royal Military College at Sandhurst.			Woolwich Academy.		
	No. of students.	No. of professors and teachers.	Expense.	No. of students.	No. of professors and teachers.	Expense.	No. of students.	No. of professors and teachers.	Expense.
Department of mathematics,	-	-	$2,556 00	-	7	$7,741 14	-	7	$10,592 50
Fortification,	-	-	1,956 00	-	4	3,920 52	-	3	4,852 92
Natural philosophy and chemistry,	-	-	3,912 00	-	-	1,110 00			
Geography, history, ethics, and belles-lettres,	-	-	1,716 00	-	4	3,359 31			
French language,	-	-	1,844 00	-	5	4,388 80	-	2	2,363 41
German language,	-	-	-	-	2	1,452 82			
Drawing,	-	-	982 12	-	8	6,513 48	-	4	4,540 12
Fencing,	-	-	720 00	-	-	-	-	1	791 21
Dancing,	-	-	-	-	-	-	-	1	540 79
Total,	-	-	13,686 12			28,486 12			$23,680 95
Average expense of instruction for each student,	250	-	$54 75	320	-	$89 00	*200	-	$118 40

Extracted from official documents.

S. THAYER.

* The number of students at Woolwich in 1806 was 180. It is believed that the number has never exceeded 200.

M.

U. S. MILITARY ACADEMY, WEST POINT, *January* 29, 1824.

The members of the academic board solicit the attention of the honorable Secretary of War to the necessity of securing, by legislative provision, a greater degree of permanency in the department of instructors at the Military Academy, whereby the present objectional practice of employing under-graduates may be obviated. This practice was founded in necessity, but it is believed that now, and hereafter, a sufficient number of suitable officers may be obtained from the line of the army to satisfy all the wants of the institution, without much, if any, expense in addition to that now incurred, by allowing officers acting as assistants the same extra pay now granted to cadets detailed for this service.

The objections to the employment of cadets are, principally: 1st, that the portion of time devoted to instruction is by them required for study; 2d, that they are not free from the imputation, however unfounded, of undue partiality, in the minds of cadets; 3d, the lower sections, of which they become instructors, require greater experience in the art of instruction than the mere student can be supposed to possess; 4th, cadets holding those stations are necessarily entirely withdrawn from their military duties; 5th, cadets, who are instructors, are unable to give regular attendance to the lectures in the department of engineering, which occupies the cadets of the first class. This evil is particularly felt; for the greater number of the assistants being generally taken from this class, and always from the head of the roll, the candidates for the corps of engineers, and the most prominent of those for the artillery, are thus deprived of instruction in the professional part of their course, and are wholly unable to make that degree of proficiency which, under other circumstances, would be so honorable to themselves and to the institution.

It appears that legislative provision is necessary to allow to officers the same extra pay granted cadets; and certainly it is just and equitable that they receive it. Officers may be *ordered* to perform the duties of instructors, but the requisite zeal will hardly be manifested in the absence of some special inducement, particularly as they thereby lose the prospect of attaining to the staff appointments of the army, to which it is probable their merit would strongly recommend them. It may be further remarked, as the unanimous opinion of this board, that, by the discontinuance of the present, and the adoption of the practice now recommended, the police of the institution will be eminently benefited.

N.

SIR: MILITARY ACADEMY, WEST POINT, *January* 28, 1824.

I have the honor to acknowledge the receipt of your communication of the 23d instant, informing me that you had laid before the Secretary of War my plan for a more complete organization of the Military Academy, and that it met with his approbation, except in one or two unimportant particulars.

You mention that it is proposed to add to the academic staff two professors of the Spanish language. The introduction of that language, at the present time, appears to me to be inexpedient. The present course of studies is as great as can possibly be accomplished in the time allotted to it. If, therefore, any other study be introduced, it would be necessary, either to extend the time, which I presume is not contemplated, or to exclude some portion of what is now taught. But from what branch or branches shall the retrenchment be made? It will doubtless be admitted that any branch of the present course is of essential importance to the scientific officer; and I believe it can be clearly demonstrated that no one of these branches is carried too far, or beyond the limits of practical utility; moreover, the several parts of the course are so connected with and adapted to each other, that no one can be retrenched or lessened, in any degree, without injury to all the rest.

Equitation and the cavalry exercises and manœuvres would constitute a most important addition to our course of practical instruction, and are only wanting to render that course tolerably complete. The horses necessary for this purpose might also be employed to manœuvre a battery of field artillery. It is believed that twenty-four horses would be a sufficient number, the annual expense of which, after the first year, would not exceed $2,200. (See estimate marked K.)

With respect to the reduction of the pay of the cadets, as suggested in your letter, I am clearly of opinion that it ought to be reduced to twelve dollars per month, and two rations per diem. It has been satisfactorily ascertained that this sum would defray all necessary expenses.

Enclosed herewith is the draught of a bill embracing all the improvements contemplated, and accompanied by statements (marked P 1 & 2,) of the ordinary expenses of the academy, under the present and proposed organizations. The fourth section of the bill is to authorize the enlistment of fifteen men, to be employed in the exclusive service of the academy. These men are indispensably necessary, as keepers of the recitation and lecture rooms, police men, and in various other situations connected with the institution. Their expense, including pay, clothing, and rations, would amount to 1,900 and odd dollars, which is less than one-third of what is expended for the same purposes at the Military School of Sandhurst, as may be seen by referring to the first volume of Dupine's View of the Military Force of Great Britain.

Very respectfully, I am, your obedient servant,

S. THAYER, *Lieut. Col., Superintendent Military Academy.*

Maj. Gen. ALEX. MACOMB, *Inspector of the Military Academy.*

O.

AN ACT making further provision for the Military Academy.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That, from and after the passage of this act, the staff of the Military Academy shall consist of one professor and one assistant professor of natural and experimental philosophy and astronomy, one professor and one assistant professor of mathematics, one professor and one assistant professor of engineering, one professor and one assistant professor of chemistry and mineralogy, one chaplain, who shall also be professor of ethics and belles-lettres, three teachers of the French language, one teacher of drawing, one sword and riding-master, and such number of officers as shall, under the direction of the President, be detailed from the army to act as instructors in the Military Academy.

SEC. 2. *And be it further enacted*, That each of the foregoing professors shall have the brevet rank and the pay and emoluments of a major of cavalry; each assistant professor and teacher shall have the brevet rank and the

pay and emoluments of a captain of infantry, if not an officer of the army; and, if taken from the army, then so much in addition to his pay and emoluments as shall equal those of a captain. The sword and riding-master shall have the brevet rank of a first lieutenant, and shall receive $60 per month, and forage for two horses. Each officer detailed from the army to do the duty of an instructor in the academy shall, while so employed, be allowed ten dollars per month in addition to his pay in the line.

SEC. 3. *And be it further enacted*, That the superintendent of the academy, under the direction of the Secretary for the Department of War, is hereby authorized to employ, in the service of the academy, one modeler, who shall be allowed $50 per month; one armorer, who shall be allowed $30 per month, and one ration per day; and one fire-worker, who shall be allowed $30 per month, and one ration per day.

SEC. 4. *And be it further enacted*, That the superintendent, under the direction of the Secretary of War, is authorized to enlist one sergeant, two corporals, and twelve men, who shall be employed as laborers in the service of the academy, and shall be allowed the same pay and emoluments as are allowed to the non-commissioned officers and men in the army.

SEC. 5. *And be it further enacted*, That, from and after the passing of this act, the cadets shall be allowed each twelve dollars per month, and two rations per day.

SEC. 6. *And be it further enacted*, That, after the 1st day of September, 1824, no candidate for the warrant of a cadet shall be admitted into the Military Academy under the full age of fifteen, nor above that of twenty years, and that all candidates shall, previously to their admission, be well versed in reading, writing, arithmetic, and English grammar.

P 1.

Statement of the ordinary expenses of the Military Academy.

Present organization.	Amount of pay and emoluments.
1 professor of natural and experimental philosophy, pay and emoluments of lieutenant colonel,	$1,699 24
1 professor of engineering, pay and emoluments of major,	1,506 24
1 professor of mathematics, pay and emoluments of major,	1,506 24
1 surgeon, acting professor of chemistry and mineralogy, $10 per month extra pay,	120 00
1 professor of ethics and chaplain, pay and emoluments of major,	1,506 24
2 teachers of the French language, pay and emoluments of captain,	1,724 24
1 teacher of drawing, pay and emoluments of captain,	862 12
1 first lieutenant, assistant professor of philosophy, pay and emoluments of captain,	120 00
1 second lieutenant, assistant professor of engineering, pay and emoluments of captain,	180 00
1 first lieutenant, assistant professor of mathematics, pay and emoluments of captain,	120 00
1 sword-master, $60 per month,	720 00
10 cadets, acting assistant professors, $10 per month extra for each,	1,200 00
	$11,264 32

Proposed organization.	Amount of pay and emoluments.
1 professor of natural and experimental philosophy and astronomy, brevet rank, and pay and emoluments of major of cavalry,	$1,716 00
1 professor of engineering, brevet rank, and pay and emoluments of major of cavalry,	1,716 00
1 professor of mathematics, brevet rank, and pay and emoluments of major of cavalry,	1,716 00
1 professor of chemistry and mineralogy, brevet rank, and pay and emoluments of major of cavalry,	1,716 00
1 chaplain, and professor of ethics and belles-lettres, brevet rank, and pay and emoluments of major of cavalry,	1,716 00
1 assistant professor of natural and experimental philosophy and chemistry, brevet rank, and pay and emoluments of captain of infantry,	120 00
1 assistant professor of engineering, brevet rank, and pay and emoluments of captain of infantry,	120 00
1 assistant professor of mathematics, brevet rank, and pay and emoluments of captain of infantry,	120 00
1 assistant professor of chemistry and mineralogy, brevet rank, and pay and emoluments of captain of infantry,	120 00
2 teachers of French, brevet rank, and pay and emoluments of captain of infantry,	1,724 24
1 teacher of drawing, brevet rank, and pay and emoluments of captain of infantry,	862 12
1 sword-master, brevet rank, and pay and emoluments of first lieutenant,	720 00
12 officers and cadets, acting as instructors, $10 per month extra pay,	1,440 00
1 modeler, $50 per month,	600 00
1 fire-worker, $30 per month,	360 00
1 armorer, $30 per month,	360 00
	$15,126 36
Increase of expense,	$3,862 04

P 2.

Statement of the ordinary expenses of the Military Academy.

Present organization.	Amount of pay and emoluments.
1 professor of natural and experimental philosophy, pay and emoluments of a lieutenant colonel,	$1,699 24
1 professor of engineering, pay and emoluments of a major,	1,506 24
1 professor of mathematics, pay and emoluments of a major,	1,506 24
1 surgeon, acting professor of chemistry and mineralogy, $10 per month extra,	120 00
1 professor of ethics and chaplain, pay and emoluments of a major,	1,506 24
2 teachers of the French language, pay and emoluments of a captain,	1,724 24
1 teacher of drawing, pay and emoluments of a captain,	862 12
1 first lieutenant, assistant professor of philosophy, extra pay to equal captain's,	120 00
1 first lieutenant, assistant professor of mathematics, extra pay to equal captain's,	120 00
1 second lieutenant, assistant professor of engineering, extra pay to equal captain's,	180 00
1 sword-master, $60 per month,	720 00
10 cadets, acting assistant professors, $10 per month for each,	1,200 00
1 teacher of music, $50 per month,	600 00
1 clerk to the treasurer,	300 00
250 cadets, $16 per month, and two rations per day,	84,500 00
20 musicians, pay, clothing, and rations,	2,770 00
Fuel, transportation, stationary, repairs, and incidental expenses,	10,000 00
	$109,434 32

Proposed organization.	Amount of pay and emoluments.
1 professor of natural and experimental philosophy and astronomy, brevet rank, pay, and emoluments of major of cavalry,	$1,716 00
1 professor of engineering, brevet rank, pay, and emoluments of major of cavalry,	1,716 00
1 professor of mathematics, brevet rank, pay, and emoluments of major of cavalry,	1,716 00
1 professor of chemistry and mineralogy, brevet rank, pay, and emoluments of major of cavalry,	1,716 00
1 chaplain and professor of ethics and belles-lettres, brevet rank, pay, and emoluments of major of cavalry,	1,716 00
1 assistant professor of natural and experimental philosophy and astronomy, brevet rank, pay, and emoluments of captain of infantry,	120 00
1 assistant professor of engineering, brevet rank, pay, and emoluments of captain of infantry,	120 00
1 assistant professor of mathematics, brevet rank, pay, and emoluments of captain of infantry,	120 00
1 assistant professor of chemistry and mineralogy, brevet rank, pay, and emoluments of captain of infantry,	120 00
3 teachers of French, brevet rank, pay, and emoluments of captain of infantry,	2,586 36
1 teacher of drawing, brevet rank, pay, and emoluments of captain of infantry,	862 12
1 sword and riding-master, brevet rank, pay, and emoluments of first lieutenant,	912 00
12 officers and cadets, acting as instructors, $10 per month extra,	1,440 00
1 teacher of music, $50 per month,	600 00
1 clerk to the treasurer,	300 00
1 modeler, $50 per month,	600 00
1 fire-worker, $30 per month,	360 00
1 armorer, $30 per month,	360 00
250 cadets, $12 per month, and two rations per day,	72,500 00
20 musicians, pay, clothing, and rations,	2,770 00
1 sergeant, two corporals, and twelve privates, pay, clothing, and rations,	1,987 50
Expense of twenty-four horses to teach the cadets equitation and cavalry manœuvres,	2,200 00
Fuel, transportation, stationary, repairs, and incidental expenses,	10,000 00
	$106,537 98
N. B.—From the foregoing should be deducted the pay of twenty cadets; the average number each year being only two hundred and thirty, instead of two hundred and fifty,	5,800 00
There will remain for the annual expense,	$100,737 98

18th Congress.] No. 257. [1st Session.

SALE OF SURPLUS ARMS, AMMUNITION, AND MILITARY STORES.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, MARCH 8, 1824.

Mr. HAMILTON made the following report:

The Committee on Military Affairs, who were instructed, by a resolution, to inquire into the expediency of authorizing the President of the United States to direct sales to be made, from time to time, of such arms, ammunition, and military stores, as are not wanted, or are unfit for public service, beg leave to report a bill for the purposes contemplated by the resolution, with accompanying documents from the Department of War, showing the amount of unserviceable munitions and military supplies now on hand.

SIR: ORDNANCE DEPARTMENT, *January* 23, 1824.

I have the honor to communicate, herewith, a statement of the damaged and unserviceable ordnance and ordnance stores on hand at the several arsenals and fortifications of the United States.

The statement of the damaged stores at the arsenals [B] has been prepared from returns made by the respective commanding officers, in pursuance of a circular, directing a report of all unserviceable stores on hand. The statement of damaged stores at the fortifications [A] is made up from the inventories prepared by the officers commanding, for the inspector general.

If a general sale of unserviceable military stores should be authorized and directed, it may be proper to take further measures to determine with more precision the actual condition of the stores in question, by instructions to the inspector general of artillery to inspect them, in conjunction with one or more of the officers serving at the posts, respectively, with a special view to this purpose.

When the unserviceable stores have been thus ascertained, it is proposed to offer them at public sale by auction, after giving due public notice in the papers.

A large proportion of the articles embraced by the statements have been in use a number of years. The cannon (many of them) were in service during the revolutionary war, and consist of a great variety of patterns. Those on hand in Louisiana, Alabama, and Florida, are principally of English, French, and Spanish construction. The brass cannon are principally from France, the calibers of which differ so much from those established for the United States' service, that the shot and ammunition provided for one would not serve for the other; hence, confusion and danger would arise from the use of both in the same service.

Much inconvenience has resulted from the use of so great a variety of calibers. Those established upon the recommendation of a board of officers, in 1819, consist of four only, viz: 6, 12, 18, and 24 pounders. The construction of all other denominations has been discontinued.

The gun-carriages reported were all made before or during the late war; and have been so much injured in service, or decayed by time, as generally to be no longer worth the cost of repairing. It may be more advantageous to break up the carriages, and reserve the iron for future use, or for sale, than to attempt any other disposition of them.

The shot, shells, old iron, and accoutrements generally, it is believed, can be more advantageously disposed of by public sale than in any other manner.

In conclusion, I beg leave to remark, that the accumulation of so large an amount of unserviceable military stores at the arsenals is productive of great inconvenience, and tends to give an erroneous view of the actual state of our means of defence. As but a small proportion of the stores in question could be put in a suitable condition for service, and are not susceptible of being made so but at an expense beyond their value, it is considered important to the public interest that they should be disposed of, and that no stores should be retained in the arsenals and depots but such as are of a suitable quality and condition for actual service.

I have the honor to be, sir, very respectfully, your obedient servant,

G. BOMFORD, *Lieut. Col. on ordnance duty.*

Hon. JOHN C. CALHOUN.

A.

Statement of damaged ordnance and ordnance stores at the several fortifications of the United States.

Stations.	Brass cannon.					Iron cannon.									Mortars.		Brass howitzers.	Carriages.	
	12 pounder, (French.)	8 pounder, (French.)	6 pounder.	4 pounder, (French.)	3 pounder.	32 pounder.	24 pounder.	18 pounder.	12 pounder.	9 pounder.	6 pounder.	4 pounder.	3 pounder.	Carronades.	Columbiads.	Brass.	Iron.		Seacoast and garrison.	Travelling.
Fort Sullivan, Eastport, Maine,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4	4
Harbor of Portland, Maine,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4	-	-	-	36	2
Harbor of Boston, Massachusetts,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4	-	-	-	18	1
Harbor of Newport, Rhode Island,	-	-	-	-	2	-	-	-	-	3	-	-	-	-	-	-	-	-	-	1
Harbor of New London, Connecticut,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	42	6
Harbor of New York,	-	-	-	-	-	-	-	-	-	-	-	-	-	9	15	-	-	-	19	
Fort Pike, Sackett's Harbor, New York,	1	-	3	-	-	-	-	-	1	-	-	1	-	-	1	1	-	-	3	6
Fort Niagara, New York,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7	1
Harbor of Plattsburg, New York,	-	-	-	-	1	-	-	-	-	2	-	-	-	2	-	-	-	-	5	
Forts Mifflin and Gaines, Philadelphia,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	33	6
Fort McHenry, Baltimore,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	18	
Fort Washington, Potomac river, Maryland,	-	-	-	-	-	-	-	-	-	6	-	-	-	-	5	-	-	-	-	3
Harbor of Norfolk, Virginia,	-	-	-	-	1	-	8	11	-	9	-	-	-	-	4	-	-	-	63	3
Fort Johnson, Smithville, North Carolina,	-	-	-	2	2	-	5	-	2	-	-	-	-	-	-	-	-	-	8	
Harbor of Charleston, South Carolina,	-	-	-	-	2	-	2	-	-	-	-	-	-	-	-	-	-	-	37	4
Harbor of Savannah, Georgia,	-	-	-	-	-	-	2	-	12	1	-	-	-	-	-	1	-	-	-	13
St. Augustine, Florida,	-	-	-	-	-	-	-	3	-	-	-	-	-	-	-	2	-	-		
Pensacola and San Carlos de Barrancas, Florida,	-	-	-	-	-	-	-	-	-	17	2	19	-	-	-	3	-	2	15	5
St. Mark's, Florida,	-	-	-	1	1	-	-	-	-	-	-	-	-	-	-	-	-	4	2	5
Mobile Point and Dauphin island, Alabama,	-	-	-	1	2	9	1	-	-	-	7	14	2	-	-	-	-	2	-	1
Petite Coquille,	-	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	36	3
Fort St. Philip,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	16
Michilimackinac,	2	-	2	1	-	-	-	2	3	1	2	-	1	-	-	-	-	2	-	
Fort Howard, Green bay,	-	-	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3
	3	1	6	5	11	9	18	16	18	39	11	34	3	11	33	7	-	10	346	83

STATEMENT A—Continued.

Stations.	Small arms, accoutrements, &c.																		
	Carriage wheels.	Ammunition wagons.	Travelling forges.	Cannon balls—lbs.	Shells—lbs.	Powder—lbs.	Muskets.	Pistols.	Swords.	Sabres.	Pikes.	Bayonets.	Barrels.	Cartouch-boxes.	Cartouch-box belts.	Bayonet scabbards.	Bayonet belts.	Scrap iron—lbs.	Sets of harness.
Fort Sullivan, Eastport, Maine,	-	-	-	-	-	-	55	-	-	-	-	-	-	55	55	55	55		
Harbor of Portland, Maine,	-	-	-	-	-	-	68												
Harbor of Boston, Massachusetts,	-	-	-	500	-	200													
Harbor of Newport, Rhode Island.																			
Harbor of New London, Connecticut,	-	-	-	-	-	380	-	-	2	-	-	-	-	-	-	-	-	184	
Harbor of New York,	-	-	-	21,838	-	-	394	-	-	-	-	-	-	175	290	-	130	41,328	
Fort Pike, Sackett's Harbor, New York,	-	-	1	-	-	-	-	2	-	-	27								
Fort Niagara, New York,	-	-	-	-	-	900	24	1	-	80	-	-	-	-	-	-	88	5,380	
Harbor of Plattsburg, New York,	-	-	-	-	-	-	96												
Forts Mifflin and Gaines, Philadelphia,	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-	-	-	3,435	
Fort McHenry, Baltimore,	-	-	-	-	-	-	-	-	-	-	-	-	-	14	756	768	400	1,000	
Fort Washington, Potomac river, Maryland,	-	-	-	4,350															
Harbor of Norfolk, Virginia,	61	5	-	34,120	-	-	41	-	-	-	51	-	-	37	37	37	37	1,100	36
Fort Johnson, Smithville, North Carolina,	34	-	-	-	-	-	25	-	21	-	-	-	-	45	24	109	64	1,000	
Harbor of Charleston, South Carolina,	9	-	-	-	-	300	48	-	-	-	-	73	-	-	-	-	-	6,280	
Harbor of Savannah, Georgia,	-	-	-	-	-	200	-	-	-	-	-	-	-	779	-	959	992		
St. Augustine, Florida,	-	-	-	9,000	4,720	-	29												
Pensacola and San Carlos de Barrancas, Florida,	-	-	-	196,244	100,190	1,800													
St. Mark's, Florida,	2	-	1	-	-	300	1,366	-	-	-	-	-	22	897	339	224	510		
Mobile Point and Dauphin island, Alabama,	2	2	-	13,349	-	4,542	543	-	-	-	-	-	78	28	-	-	28	15,680	12
Petite Coquille,	-	-	-	333															
Fort St. Philip,	-	-	-	1,638	-	-	45	2	-	-	-	-	-	45	-	45	45		
Michilimackinac,	-	-	-	-	-	-	196	-	-	-	-	-	-	74	73	73	73		
Fort Howard, Green bay,	-	-	-	-	-	-	155	-	-	-	-	-	-	111	22	-	111		
	108	7	2	281,372	104,910	8,622	3,086	5	23	80	78	73	100	2,260	1,596	2,270	2,533	75,387	48

ORDNANCE DEPARTMENT, *January* 22, 1824.

G. BOMFORD, *Lieutenant Colonel on ordnance duty.*

B.

Statement of damaged ordnance and ordnance stores, at the several arsenals of the United States.

STATIONS.	BRASS CANNON.					IRON CANNON.									MORTARS.		HOWITZERS.		CARRIAGES.		SMALL ARMS, ACCOUTREMENTS, &c.								
	12 pounder, (French.)	8 pounder, (French.)	6 pounder.	4 pounder, (French.)	3 pounder.	32 pounder.	24 pounder.	18 pounder.	12 pounder.	9 pounder.	6 pounder.	4 pounder.	3 pounder.	Carronades.	Columbiads.	Brass.	Iron.	Brass.	Iron.	Seacoast and garrison.	Travelling.	Carriage wheels.	Ammunition wagons.	Caissons.	Travelling forges.	Cannon ball, lbs.	Shells, lbs.	Powder, lbs.	Muskets.	Rifles.
Arsenal, Watertown, Mass.,	-	-	-	-	-	-	-	-	4	-	-	-	-	2	-	3	-	5	-	39	-	78	-	-	-	-	-	-	220	
Watervliet, N Y.,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,800	1,242	
Rome, New York,	-	-	-	-	-	-	-	-	-	-	-	-	-	2	-	-	1	-	-	-	34	-	28	8	3	-	-	5,400	145	
New York city,	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-	-	-	9	16	195	-	-	-	-	-	-	4	
Frankford, Pa.,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2	-	-	-	-	-	-	-	3,884				
Philadelphia, Pa.,	-	-	-	-	-	-	22	-	-	31	-	-	-	-	-	-	-	-	21	-	-	752	-	-	-	102,354	792,654	-	86	
Near Baltimore, Md.	-	-	-	-	-	-	2	-	-	-	-	-	-	-	-	-	-	-	-	-	27	-	-	-	2	13,758	-	7,244	2,981	43
Pittsburg, Pa.,	-	-	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2	-	-	1	-	-	-	-	-	469	-	1,388	
Newport, Ken.,	-	-	3	-	-	-	-	-	-	-	1	-	-	-	-	-	-	1	-	-	5	18	-	-	-	1,756	-	7,800	206	
Greenleaf's Pt. D. C.	-	-	-	-	-	-	-	-	-	-	-	-	-	4	2	-	-	-	-	-	44	-	2	6	-	-	-	1,450		
Near Richmond, Va.	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3	27								
Charleston, S. C.	-	-	-	-	1	-	19	5	4	19	-	-	2	-	-	2	-	-	1	15	27	-	-	-	-	11,500	-	-	2,147	
Augusta, Geo.,	-	-	-	-	1	-	-	-	-	-	-	-	-	-	-	-	-	5	-	-	-	-	-	-	-	-	-	-	755	
New Orleans,	3	9	4	4	3	-	5	4	-	2	-	9	2	6	2	-	-	5	-	20	45	47	-	4	-	408,806	88,186	30,000	2,315	
Baton Rouge,	10	-	7	19	5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	144	
Belle Fontaine,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	2	3	3	-	-	-	-	-	1,906	517	103
Detroit,	-	-	-	1	-	-	-	-	-	-	-	3	2	-	-	-	-	-	-	-	21	4	-	-	-	8,996	-	1,536	253	3
Armory, Springfield, Mass.,	-	-	-	-	1	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-	-	80	
Harper's Ferry, Va.,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	11	
	13	9	16	24	11	-	48	9	9	52	1	12	6	14	4	5	1	20	24	85	226	1,124	30	18	5	549,081	881,309	61,136	12,494	149
No. in fortifications, per A,	3	1	6	5	11	9	18	16	18	39	11	34	3	11	33	7	-	10	-	346	83	108	7	-	2	281,372	104,910	8,622	3,086	
Total,	16	10	22	29	22	9	66	25	27	91	12	46	9	25	37	12	1	30	24	431	309	1,232	37	18	7	830,453	986,219	69,758	15,580	149

STATEMENT B—Continued.

STATIONS.	SMALL ARMS, ACCOUTREMENTS, &c.																				
	Carbines.	Pistols.	Swords.	Sabres.	Pikes.	Bayonets.	Ramrods.	Locks.	Barrels.	Cartouch boxes.	Cartouch box belts.	Bayonet scabbards.	Bayonet belts.	Gun slings.	Rifle accoutrements.	Horsemen's cartouch boxes and belts.	Scrap iron, lbs.	Scrap steel, lbs.	Old brass, lbs.	Sets of harness.	Slow match, lbs.
Arsenal, Watertown, Mass.,	-	-	42	-	643	106	-	-	136	3,150	2,573	2,990	3,102	497	-	-	29,587	-	-	40	2,509
Watervliet, N. Y. -	110	124	346	112	148	1,281	-	555	712	518	50	248	72	-	-	-	44,816	1,188	854	1	
Rome, N. Y., -	-	13	44	-	-	1,624	-	-	700	10,762	6,293	2,658	2,539	-	-	200	3,682	-	-	57	
New York city, -	-	-	-	38	-	-	-	-	-	-	-	-	-	-	-	-	5,215				
Frankford, Penn., -	-	18	-	-	-	-	-	-	1,260	-	-	-	-	-	-	-	15,476	200	107		
Philadelphia, Penn.,	-	-	30	-	85	-	-	-	-	2,629	2,382	1,940	2,228	548	196	20	200	-	-	15	
Near Baltimore, Md.	-	-	10	42	-	-	-	-	-	400	32	340	350	-	-	-	1,140	-	-	7	
Pittsburg, Penn., -	359	-	145	-	-	2,227	741	597	1,873	636	525	135	286	-	-	-	23,710	1,880	-	-	62
Newport, Ken., -	23	-	6	-	-	-	-	-	-	3,404	975	2,200	2,100	-	-	-	1,010				
Greenleaf's Pt. D. C.	-	-	-	-	-	-	-	-	425	1,356	1,140	884	778	-	-	-	21,100				
Near Richmond, Va.	-	-	-	-	-	-	-	-	60	124	211	223	223	-	-	-	234				
Charleston, S. C., -	-	-	8	11	-	54	-	-	101	1,671	990	974	792	-	-	-	-	-	-	13	
Augusta, Geo., -	-	-	-	-	-	37	-	15	-	2,636	1,727	4,205	2,217	-	-	-	-	-	-	2	
New Orleans, -	-	15	34	-	-	469	649	-	131	1,797	1,577	688	972	-	-	-	17,905	-	-	-	273
Baton Rouge, -	-	-	-	-	-	3	-	-	-	35	-	31	31	-	-	-	-				
Belle Fontaine, -	-	16	3	-	-	410	-	-	-	1,507	647	270	506	-	224	-	142				
Detroit, -	-	-	3	-	-	-	-	-	-	4,820	4,132	3,650	2,252	-	-	-	1,975				
Armory, Springfield, Mass.,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,759				
Harper's Ferry, Va.,	-	-	192	172	-	-	-	-	-	100	150										
	492	186	863	375	876	6,211	1,390	1,167	5,398	35,545	23,404	21,436	18,448	1,045	420	220	168,942	3,268	961	135	2,844
No. in fortifications, per A, -	-	5	23	80	78	73	-	-	100	2,260	1,596	2,270	2,533	-	-	-	75,387	-	-	48	
Total, - -	492	191	886	455	954	6,284	1,390	1,167	5,498	37,085	25,000	23,706	20,981	1,045	420	220	244,329	3,268	961	183	2,844

ORDNANCE DEPARTMENT, *January* 22, 1824.

G. BOMFORD, *Lt. Col. on ordnance duty.*

18th Congress.] No. 258. [1st Session.

PRESERVATION OF THE ARMS PROVIDED FOR THE MILITIA.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, MARCH 10, 1824.

Mr. HAMILTON made the following report:

The Committee on Military Affairs, which was instructed "to inquire into the expediency of amending the act making provision for arming and equipping the militia of the United States, passed April 3, 1808, so that the arms provided by virtue of said act, and transmitted to the several States and Territories of the Union, shall, by each State and Territory, be deposited and kept in proper arsenals, to be provided by said State or Territory, ready to be delivered to the militia thereof only when called into the actual service of the United States, or of the State or Territorial Government, and to be returned to such place or places of deposite when said service shall cease," beg leave to report:

That, in considering this subject, they have conferred with the Department of War, and, in reply to a communication of theirs, the subjoined letters were received. To the very able and satisfactory letter of the chief of the Ordnance Department, your committee deem it unnecessary to superadd any suggestions of their own, as the whole ground is covered by the arguments of that officer; they, therefore, in conformity with these views, and in strict accordance with their own opinions, beg leave to report a bill.

SIR: DEPARTMENT OF WAR, *February* 19, 1824.

I transmit herewith a report of the Ordnance Department, in reply to your letter of the 30th ultimo, in the views of which I concur.

The paper transmitted with your letter is also enclosed.

I have the honor to be, sir, your obedient servant,

J. C. CALHOUN.

The Hon. J. HAMILTON, Jun., *Chairman Committee on Military Affairs.*

SIR: ORDNANCE DEPARTMENT, *February* 19, 1824.

In compliance with the request of the honorable chairman of the Committee on Military Affairs, I have the honor to submit the views of this department, respecting the proposition to amend the act for arming and equipping the whole body of the militia.

Under the existing provisions of the act, the arms are procured by the General Government, and distributed in due proportions to the several States and Territories. The arms are delivered to the respective Governors, or to other executive officers, duly authorized to receive them. When the arms are thus delivered, they become the property of the State, and the officers of the General Government no longer exercise any control over them. How the arms are then disposed of, this department is not fully informed. It is known, however, that no uniform practice prevails. In some of the States, the arms are deposited in State arsenals, and reserved for occasions when the militia shall be called into actual service; in others, they are distributed to certain corps or companies, in whose hands they remain. In some of the States, it is understood that the practice partakes of both the foregoing, yet differs from either; the arms are deposited in the arsenals, and given out to the militia on days of general parade and inspection, and returned again to the arsenals after the exercises of the day are over.

The laws of the United States respecting the militia require that every citizen enrolled in the militia shall provide himself with suitable arms and accoutrements. The difficulties which may have been experienced in enforcing an exact compliance with these laws, it is presumed, may have induced the Legislatures of some of the States to distribute the arms received from the United States, with a view to promote the discipline of the militia. This plan, it is conceived, tends rather to increase the difficulty of enforcing a compliance with the laws than to diminish it; for few individuals will provide arms, at their own expense, when the State will furnish them gratis; nor will they be willing to do so, even if required by the State, when it is seen that their neighbors are furnished at the public expense.

By placing the arms in the hands of the militia, to be used on all ordinary occasions, and confiding them entirely to the care of so many different persons, dispersed over a large tract of country, they must, in the course of a few years, be greatly injured, if not irreparably damaged and lost; and even if it were possible, under such circumstances, to preserve them uninjured, their wide dispersion would be almost equivalent to a total loss to the State, from the difficulty of collecting them upon urgent occasions.

It is believed, moreover, that a distribution of arms in this manner has but a very limited influence in improving the military skill and discipline of the militia; for, although it may be desirable, it is by no means indispensable, that arms of a perfect and uniform fabric should be placed in the hands of men for ordinary parades. Most of the knowledge to be acquired on such occasions can be as well obtained with arms of an inferior quality; and besides, the distribution must necessarily furnish but a very partial supply. About one-tenth only can be armed in this manner.

In connexion with this view of the subject, I beg leave to submit the following facts:

During the seven years, from 1816 to 1822, inclusive, ninety-four thousand stands of arms were procured, under the act of 1808, for arming and equipping the militia. These arms have been apportioned to the several States and Territories, as directed by the act, and placed at the disposal of the respective State Executives; and theprincipal part of them have been delivered. During the year 1823, about fourteen thousand stands of arms were obtained; making, in all, during the last eight years, one hundred and eight thousand. The total number of militia in all the States and Territories in the year 1822 was a small fraction over one million. The returns for the year 1823, judging from the increase of former years, it is estimated will exhibit a total of about one million and thirty thousand. Hence it appears that the arms procured during the last eight years are sufficient to arm only about one-tenth of the present number of effective militia in the United States; and this proportion will not be materially varied for several years to come, because the annual increase of the militia is more than double the number of arms procured annually.

When the militia, in times of war or danger, are called into actual service, either by the General or State Governments, in order to their being properly equipped, the sole reliance must be placed upon the arms deposited in the public depots; for the arms belonging to the respective individuals, consisting of all the varieties of calibres, models, and quality, would, if brought into the field, be of very little service, from the great difficulty and embarrassment of providing so many different kinds of ammunition.

In actual service, the militia of one State will frequently be required to act in concert with those of other States, and also with the troops of the United States. Hence it is of the utmost importance to the good of the service, that the militia of all the States, as well as the troops of the United States, should be furnished, not only with arms of a good quality, but of a uniform pattern, in order that but one description of ammunition may be necessary, and that the confusion and disorder which must result from providing different kinds may be avoided.

Such of the States as shall retain in their arsenals the arms which have already been received from the United States, will, in the event of a war, whether it occurs soon or late, be prepared to furnish about one-tenth part of its militia with arms of a good quality and of a uniform pattern, without placing any reliance upon the arms dispersed throughout the country in the hands of individuals.

On the contrary, such of the States as shall distribute the arms to their militia, immediately upon their reception from the United States, it may be confidently predicted will, in the event of a war occurring some years hence, be found nearly, if not entirely, destitute of an efficient equipment for their militia; and thus the great purpose for which a large annual expenditure is made for procuring arms will be partially, if not wholly, defeated.

If the views here taken be correct, it follows that the ends for which the laws for arming the militia were enacted will be better attained if those laws be so amended as to insure the arms being deposited and preserved in arsenals, and to prohibit their being delivered out, except to the militia while in actual service, in times of war or public danger, and when called out by the General or State Governments.

In conclusion, it may be proper to state, that the foregoing has no reference to the arms procured under the appropriations for the national armories; those arms are not distributed to the militia, but deposited in the United States' arsenals. I beg leave, also, to remark, that I have dwelt thus long upon the subject, because the communication of the chairmain of the committee seemed to invite a full consideration of it. The views above expressed are, therefore, with great deference, respectfully submitted.

I have the honor to be, sir, very respectfully, your obedient servant,

G. BOMFORD, *Lieut. Col. on ordnance duty.*

The Hon. JOHN C. CALHOUN.

18th CONGRESS.] **No. 259.** [1st SESSION.

OPERATIONS OF THE ARMORIES FOR THE YEAR 1823.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, MARCH 24, 1824.

SIR: DEPARTMENT OF WAR, *March* 23, 1824.

In pursuance of an act concerning arsenals and armories, passed April 2, 1794, I have the honor to transmit, herewith, a statement of the expenditures at the national armories, and of the arms, &c. made therein during the year 1823.

I have the honor to be your obedient servant,

J. C. CALHOUN.

The SPEAKER *of the House of Representatives.*

Statement of the expenditures at the national armories, and of the arms, &c. made therein during the year 1823.

	Expenditures.					Arms, &c. made.					
	For land, buildings, canals, repairs, and other permanent improvem'ts.	For the manufacture of arms.	For miscellaneous expenses not embraced in the foregoing.	On account of 1,000 patent rifles in progress, but not yet completed.	Total am't expended.	Muskets.	Screw-drivers.	Wipers.	Ball-screws.	Spring-vices.	Arm chests.
	Dollars.	Dollars.	Dollars.	Dollars.	Dollars.						
Springfield, Mas.,	5,375 27	175,595 76	1,016 98	-	181,988 01	14,000	14,000	15,831	1,400	1,400	1,065
Harper's F'y, Va.	11,037 80	161,813 77	492 25	11,207 37	184,551 19	12,200	10,343	-	-	-	921
	16,413 07	337,409 53	1,509 23	11,207 37	366,539 20	26,200	24,343	15,831	1,160	1,400	1,986

ORDNANCE DEPARTMENT, *March* 23, 1824.

GEO. BOMFORD, *Lieut. Col. on ordnance duty.*

18th Congress.] No. 260. [1st Session.

PAY AND EMOLUMENTS OF CERTAIN GENERAL OFFICERS.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, APRIL 12, 1824.

To the House of Representatives: APRIL 9, 1824.

I herewith transmit the report of the Secretary of War, with the accompanying documents, containing the information requested by a resolution of the House of the 10th ultimo, and which communicates the accounts of all the generals of the army, likewise of the inspectors general, the adjutant general, the chiefs of the engineer and ordnance corps, and the surgeon general, for the two years preceding the 30th of September last; also showing the amount of money paid to each under the different heads of pay, fuel, straw, quarters, transportation, and all other extra and contingent allowances; which report, together with the statements herewith transmitted, furnish all the information required.

JAMES MONROE.

DEPARTMENT OF WAR, *April* 7, 1824.

The Secretary of War, to whom was referred the resolution of the House of Representatives of the 10th ultimo, requesting the President to cause to be laid before the House the "accounts of all the generals of the army, likewise of the inspectors general, the adjutant general, the chiefs of the engineer and ordnance corps, and the surgeon general, for the two years preceding the 30th of September last; showing the amount of money paid to each under the different heads of pay proper, brevet pay, rations, (single and double,) fuel, straw, quarters, transportation, and all other extra and contingent allowances, as well as the amount paid for rations, pay, and clothing for servants," has the honor to transmit, herewith, statements prepared by the Second and Third Auditors, (marked A and B,) which furnish the information required.

It may be proper to remark that the opinion of the Attorney General was taken by direction of the President in relation to the brevet pay and emoluments to Major Generals Scott and Gaines, and that it was communicated to the chairman of the Military Committee in a letter from this Department, dated January 22, 1822, [See No. 219, page 359,] and that they have been subsequently allowed by the accounting officer of the Treasury Department.

The accompanying documents (marked C) will explain the reason for the allowance of brevet pay as brigadier general to General Macomb.

Respectfully submitted.

J. C. CALHOUN.

The PRESIDENT OF THE UNITED STATES.

A.

SIR: TREASURY DEPARTMENT, SECOND AUDITOR'S OFFICE, *March* 26, 1824.

I have the honor to transmit, herewith, a statement of the accounts settled in this office, of the generals of the army, the inspectors general, the adjutant general, the chiefs of the engineer and ordnance corps, and the surgeon general; showing the amount received by each for the two years preceding the 30th of September last, under the different heads of pay proper, brevet pay, rations, (single and double,) as well as the amount paid for rations, pay, and clothes for servants, furnished in obedience to a resolution of the House of Representatives of the 10th of this month.

I have the honor to be, respectfully, sir, your obedient servant,

WM. LEE.

The Hon. J. C. CALHOUN, *Secretary of War.*

Statement of the amount of money paid to the generals of the army, the inspectors general, the adjutant general, the chiefs of the engineer and ordnance corps, and the surgeon general, for the two years preceding the 30th September last; showing the amount received by each, under the different heads of pay proper, brevet pay, rations, (single and double,) and forage, as well as the amount paid for rations, pay, and clothing of servants, furnished in obedience to a resolution of the House of Representatives of 10th March, 1824.

To whom paid.	Heads under which the payments have been made.	Pay proper and emoluments.	Brevet pay and emoluments.	Total amount paid.
Jacob Brown, major general,	Pay,	$4,800 00		
	Rations,	2,190 00		
	Double rations,	2,190 00		
	Forage,	1,296 00		
	Pay of servants,	480 00		
	Clothing of servants,	240 00		
	Rations of servants,	584 00		
Amount paid from 1st October, 1821, to 30th September, 1823,		$11,780 00	-	$11,780 00
Edmund P. Gaines, brigadier general, and major general by brevet,	Pay,	$2,392 00	$1,960 24	
	Rations,	1,680 00	372 60	
	Double rations,	1,384 80	346 20	
	Forage,	745 38		
	Pay of servants,	290 00		
	Clothing of servants,	352 80		
	Rations of servants,	145 08		
From 1st October, 1821, to 31st August, 1823,		$6,990 06	$2,679 04	$9,669 10
The account of General Gaines for the month of September, 1823, has not been received yet at this office.				
Winfield Scott, brigadier general, and maj. general by brevet,	Pay,	$2,496 00	$2,304 00	
	Rations,	1,752 00	438 00	
	Double rations,	1,752 00	438 00	
	Forage,	920 00	352 00	
	Pay of servants,	360 00	120 00	
	Clothing of servants,	180 00	60 00	
	Rations of servants,	438 00	146 00	
Amount paid from 1st October, 1821, to 30th September, 1823,		$7,898 00	$3,858 00	$11,756 00
Thomas S. Jesup, quartermaster general, paid as brigadier general,	Pay,	$2,496 00		
	Rations,	1,752 00		
During the absence of the quartermaster general, Major Cross, who had the command of that department, received the double rations according to his rank, which was that of a captain.	Double rations,	1,178 40		
	Forage,	904 00		
	Pay of servants,	360 00		
	Clothing of servants,	180 00		
	Rations of servants,	438 00		
Paid from 1st October, 1821, to 30th September, 1823,		$7,308 40	-	$7,308 40
Henry Atkinson, colonel sixth infantry, brigadier general by brevet,	Pay,	$1,800 00	$356 29	
	Rations,	876 00	448 80	
	Double rations,	420 00	514 80	
	Forage,	768 00	83 83	
	Pay of servants,	240 00	36 41	
	Rations of servants,	292 00	44 20	
	Clothing of servants,	120 00	18 34	
Paid from 1st October, 1821, to 30th September, 1823,		$4,516 00	$1,502 67	$6,018 67
Simeon Bernard, assistant engineer, paid as brigadier general,	Pay,	$2,496 00		
	Rations,	1,752 00		
	Forage,	960 00		
	Pay of servants,	360 00		
	Rations of servants,	438 00		
	Clothing of servants,	180 00		
Paid from 1st October, 1821, to 30th September, 1823,		$6,186 00	-	$6,186 00
John E. Wool, inspector general,	Pay,	$2,160 00		
	Rations,	876 00		
	Forage,	960 00		
	Pay of servants,	240 00		
	Rations of servants,	292 00		
	Clothing of servants,	120 00		
Paid from 1st October, 1821, to 30th September, 1823,		$4,648 00	-	$4,648 00
S. B. Archer, inspector general,	Pay,	$1,980 00		
Appointed 10th November, 1821; receives his pay as such from 1st December, 1821. No officer was paid as inspector general for November and October, 1821.	Rations,	802 80		
	Forage,	376 00		
	Pay of servants,	220 00		
	Rations of servants,	267 20		
	Clothing of servants,	110 00		
Paid from 1st December, 1821, to 30th September, 1823,		$3,756 00	-	$3,756 00

STATEMENT—Continued.

To whom paid.	Heads under which the payments have been made.	Pay proper and emoluments.	Brevet pay and emoluments.	Total amount paid.
James Gadsden, adjutant general,	Pay,	$653 23		
	Rations,	264 00		
	Forage,	58 06		
	Pay of servants,	72 58		
	Rations of servants,	88 00		
	Clothing of servants,	36 29		
Paid from 1st October, 1821, to 8th May, 1822,		$1,172 16	-	$1,172 16
Charles J. Nourse, captain second artillery, acting adjutant general,	Pay,	$1,506 75		
	Rations,	612 00		
	Forage,	477 60		
	Pay of servants,	167 41		
	Rations of servants,	204 00		
	Clothing of servants,	83 69		
Paid from 9th May, 1822, to 30th September, 1823,		$3,051 45	-	$3,051 45
Alexander Macomb, colonel, major general by brevet, receives brevet emoluments as brigadier general,	Pay,	$1,800 00	$696 00	
	Rations,	876 00	876 00	
	Forage,	768 00	192 00	
	Pay of servants,	240 00	120 00	
	Rations of servants,	292 00	146 00	
	Clothing of servants,	120 00	60 00	
	Double rations,	876 00	876 00	
Paid from 1st October, 1821, to 30th September, 1823,		$4,972 00	$2,966 00	$7,938 00
George Bomford, lieutenant colonel of artillery, on ordnance duty,	Pay,	$1,800 00		
Captain Wade received double rations for fifteen days, being on ordnance duty during the absence of Colonel Bomford.	Rations,	730 00		
	Double rations,	715 00		
	Forage,	400 00		
	Pay of servants,	240 00		
	Rations of servants,	292 00		
	Clothing of servants,	120 00		
Paid from 1st October, 1821, to 30th September, 1823,		$4,297 00	-	$4,297 00
Joseph Lovell, surgeon general, paid at the rate of $2,500 per annum, from 1st October, 1821, to 30th September, 1823,		-	-	$5,000 00

TREASURY DEPARTMENT, SECOND AUDITOR'S OFFICE, *March* 26, 1824.

WILLIAM LEE.

B.

SIR: TREASURY DEPARTMENT, THIRD AUDITOR'S OFFICE, *March* 24, 1824.

I have the honor to transmit you, herewith, a statement of the accounts of all the generals of the army, likewise of the inspectors general, the adjutant general, the chiefs of the engineer and ordnance corps, and the surgeon general, for the two years preceding the 30th of September last; showing the amount of money paid to each under the different heads of pay proper, brevet pay, rations, (single and double,) fuel, straw, quarters, transportation, and all other extra and contingent allowances, as well as the amount paid for rations, pay, and clothes for servants, as far as the accounts and vouchers have been rendered to this office, furnished in pursuance of the resolution of the House of Representatives of the 10th March, 1824, and agreeably to your letter of the 11th instant.

Very respectfully, I am, sir, your obedient servant,

PETER HAGNER, *Auditor.*

Hon. J. C. CALHOUN, *Secretary of War.*

Statement of the accounts of all the generals of the army, likewise of the inspectors general, the adjutant general, the chiefs of the engineer and ordnance corps, and the surgeon general, for the two years preceding the 30th of September last; showing the amount of money paid to each under the different heads of pay proper, brevet pay, rations, (single and double,) fuel, straw, quarters, transportation, and all other extra and contingent allowances, as well as the amount paid for rations, pay, and clothes for servants, as far as the accounts and vouchers have been rendered to this office, furnished in pursuance of the resolution of the House of Representatives of the 10th March, 1824.

Officers' names.	Transportation of baggage to and from sundry places.	For what period.	Lineal rank.	Brevet rank.	Quarters, for what period.	Lineal rank.	Brevet rank.	Fuel, for what period.	Lineal rank.	Brevet rank.
Maj. General Jacob Brown.	Transportation of baggage from Boston, via Newport, New London, New York, and Albany, to Sackett's Harbor, thence to New York.	June 1, 1822,	$192 00	-	From the 1st Oct. 1821, to the 30th Sept. 1823.	$1,080 00	-	From the 1st of July, 1822, to the 30th of Sept. 1823.	$234 00	
	Do. from New York to Philadelphia, - - - - -	August, 1822,	18 00							
	Do. from Philadelphia to Washington city, - - - -	1st quart. 1823,	27 40							
			$237 40			$1,080 00			$234 00	
Brig. General E. P. Gaines, major general by brevet.	Transportation of baggage from Louisville to Baton Rouge, New Orleans, Fort St. Philip, and back to New Orleans; thence to Pensacola, and back to New Orleans; thence to Natchitoches, Fort Smith, and to Louisville, on tour of inspection.	In 1821 and 1822.	$542 52	$69 28	From 1st Oct. 1821, to 15th Dec. 1821.	$82 42	-	For Oct. and Nov. 1821,	$8 25	
								May and June, 1822, -	3 00	
					From 1st May to 30th June, 1822.	66 66		From 1st of Jan. to the 31st March, 1823.	27 00	$9 00
	Do. From Louisville to Fort Smith; thence to Council Bluffs; thence to St. Peter's, and returning to Louisville.	In 1822, -	450 00		1st Jan. to 31st March, 1823.	90 00				
	Do. from Louisville to Baton Rouge, - - - - -	- -	144 72	16 08						
	Travelling allowance as witness before general court-martial at Baton Rouge.	- -	26 80							
			$1,164 04	$76 36		$239 08			$38 25	$9 00
Brig. Gen. W. Scott, major general by brevet.	Transportation of baggage from Fort Johnson to Charleston, South Carolina, St. Mary's, Georgia, and St. Augustine.	Dec. 18, 1821, and Jan. and Feb. 1822.	$36 00	-	From 1st Oct. 1822, to the 30th June, 1823.	$270 00	$90 00	From 1st Oct. 1821, to 30th Sept. 1822.	$220 79	
								From 1st Oct. 1822, to 31st March, 1823.	134 78	$37 55
	Do. from New York to Philadelphia, Baltimore, Richmond, Norfolk, Fayetteville, Smithville, Charleston, Savannah, Fernandina, St. Augustine, and back to New York.	March, 1822,	399 06	$44 34						
	Do. from New York to Bellona Arsenal, Richmond, - - -	Apr. & May, '22,	136 08							
	Do. from New York to West Point, Baltimore, and back to New York,	- -	85 68	9 52						
	Do. from New York to Old Point Comfort and back, - -	2d quart. 1823,	157 68	17 52						
			$814 50	$71 38		$270 00	$90 00		$355 57	$37 55
Brig. Gen. Thomas S. Jesup.	Transportation of baggage from Washington city to Philadelphia, to Pensacola, and from New Orleans to Baton Rouge, and back to Washington city.	In 1822, -	$518 58	-	October, 1821, -	$18 56	-	October, 1821, -	$5 25	
					From 1st Feb. to 25th April, 1822.	102 00		From 1st Feb. to 30th April, 1822.	63 75	
					From 20th Sept. to 17th Oct., and from 28th Nov. to 31st March, 1823.	179 15		From 20th Sept. 1822, to 31st March, 1823.	95 12	
								May, 1823, - -	5 62	
					For May, 1823, -	27 00				
			$518 58			$396 71			$169 74	

STATEMENT—Continued.

Officers' names.	Transportation of baggage to and from sundry places.	For what period.	Lineal rank.	Brevet rank.	Quarters, for what period.	Lineal rank.	Brevet rank.	Fuel, for what period.	Lineal rank.	Brevet rank.
Col. Henry Atkinson, brigadier general by brevet.	Transportation of baggage from Fort Atkinson to Fort Smith, and back,	- -	$192 00	$24 00	From 1st Oct. 1821, to 15th April, 1822, including office.	$186 25	$71 25	From 1st Oct. 1821, to 30th June, 1822, including office.	$109 33	$34 17
	Do. from St. Louis to Louisville, via Baton Rouge, - - -	In 1823, -	302 40							
	Travelling allowance, same distance, as member of court-martial, -	In 1823, -	63 00							
	Transportation of baggage from Louisville to Big Bone Springs, and back to Louisville, and from thence to St. Louis, Missouri.	3d quart. 1823,	73 92	9 24	From 15th May to 30th June, 1822.	36 00		From 1st Oct. 1822, to 28th Feb. 1823.	50 74	
								From 1st Aug. to 30th Sept. 1823.	6 00	
			$631 32	$33 24		$222 25	$71 25		$166 07	$34 17
Col. Alex. Macomb, major general by brevet, and chief of engineers.	Transportation of baggage from Washington city to W. Point, and back,	In Oct. 1821,	$90 30	$11 40	From 1st Oct. 1821, to the 30th Sept. 1823.	$540 00	$270 00	From 1st Oct. 1821, to the 30th of Sept. 1823.	$239 73	$79 11
	Do. from Washington city to Old Point Comfort, New York, West Point, Rouse's Point; thence to West Point, New York; thence to New Castle, Delaware, and back to Washington city.	In 1822, -	243 52	30 44						
	Do. from Washington city to West Point, and back, - - -	In 1823, -	91 20	11 40						
			$425 02	$53 24		$540 00	$270 00		$239 73	$79 11

Col. John E. Wool, inspector general.	For transportation of baggage in 1821 and 1822 on tour of inspection from Brownville to Portsmouth, via Albany, New York, New London, Providence, and Boston; thence to Newport, Providence, New London, New York, Albany, Utica, Brownville, Troy, Plattsburg, back to Troy; thence to Washington, via New York, from Boston to Watertown, and back; thence to Fort Independence, and back; from Philadelphia to Fort Mifflin, and back; and from Utica to Rome, and returning, in 1821; in 1822 from Washington to Brownville, via New York and Albany; thence to Niagara, Detroit, Mackinac, Green bay, Prairie du Chien, and St. Peter's; thence to St. Louis, via Fort Armstrong, amounting to - - - - - -	$1,022 88		
	For do. in 1823, from Charleston to Washington, via New London, - -	203 04		
	For do. from Washington to Baltimore, Philadelphia, and back to Washington, -	114 88		
	For do. from St. Louis to Fort Atkinson, Fort Osage; thence to the missionary establishment; thence to St. Louis, - - - - - - - - -	202 72		
	For do. from New York to Detroit, Mackinac, Chicago, and back; thence to Green bay, Detroit, Saganaw, and back to Detroit, - - - - - -	445 28		
	For do. from St. Louis to Baton Rouge, in 1822, - - - - - -	168 00		
		$2,156 80		
	For quarters from 15th October, 1821, to 30th April, 1822, and for seven months, between 1st May, 1822, and 31st March, 1823, - - - - - -	$326 00		
	For do. from 11th to 30th April, 1823, and three months, between 1st May and 30th September, 1823, - - - - - - - - - -	88 00		
		$414 00		
	For fuel for the same period for which quarters have been paid for, as above, -	$159 55		
Colonel S. B. Archer, inspector general.	For transportation of baggage in 1822 from Washington city to West Point, and back,	$91 20		
	*For do. in 1823 from Washington city to Harper's Ferry; thence to Norfolk, Fort Johnson, Charleston, Savannah, St. Augustine, Augusta arsenal, Fort Mifflin, Philadelphia, Frankford, New York, Arsenal and Fort Lafayette, New London, Newport, Boston, Watertown arsenal, Portsmouth, Portland, Eastport, Springfield arsenal, Watervliet arsenal, Rome, Fort Niagara, Plattsburg, West Point, Fort McHenry, and arsenal near Baltimore, Fort Washington, via Annapolis, arsenal near Richmond, thence to Washington city, - - - - - - -	847 20		
		$938 40		
Colonel S. B. Archer, inspector general.	For quarters for October and November, 1821, - - - - -	$24 00		
	For do. from 1st October, 1822, to 12th March, 1823, - - - -	129 60		
		$153 60		
	For fuel for the same period, - - - - - - - - -	$82 50		
Colonel Jas. Gadsden, adjt. gen.	For transportation of baggage from Charleston, S.C. to Washington city, in Oct. 1821,	$88 48		
	For quarters from 1st October, 1821, to 30th April, 1822, - - - -	168 00		
	For fuel from 1st October, 1821, to 30th April, 1822, - - - -	94 50		
Captain C. J. Nourse, acting adj. gen.	For transportation of baggage as colonel, from New York to Washington city, in 1822,	$36 32		
	For quarters from 8th May, 1822, to 30th April, 1823, as colonel, - - -	305 45		
	For fuel from 8th May, 1822, to 30th April, 1823, as colonel, - - -	121 11		
Col. George Bomford, ch'f of ordnance corps.	For transportation of baggage from Washington city to New York, and back, three quarters, 1822, - - - - - - - - - -	$68 10		
	For quarters from 1st October, 1821, to 30th September, 1823, - - -	576 00		
	For fuel from 1st October, 1821, to 30th September, 1823, - - -	245 00		
	For forage from 1st October, 1821, to 30th September, 1822, - - -	246 58		
Dr. Jos. Lovell, surg. general.	For quarters from 1st October, 1821, to 30th September, 1823, - - -	$810 00		
	For fuel from 1st October, 1821, to 30th September, 1823, - - -	297 00		

TREASURY DEPARTMENT, THIRD AUDITOR'S OFFICE, *March* 24, 1824.

PETER HAGNER, *Auditor.*

C.

The points on which the Secretary of War requires further information and proof, are, 1st, The special assignment of General Macomb to the head of the Engineer Department, or, in other words, to the command of the Engineer Department; 2d, Whether the cadets may be considered a separate corps.

1st. The act of Congress of the 16th of March, 1802, establishes the corps of engineers, and stations it at West Point, which makes the permanent head-quarters of that corps at West Point; consequently, the senior officer on duty there accounts for the officers and men present and absent, and makes returns accordingly. This has ever been, and is, the constant practice. By the sixty-seventh article of the new Army Regulations, the chief engineer is specially assigned to the head of the Engineer Department, and stationed at the seat of Government, and is charged with the superintendency of the corps of engineers, to which is *attached* that of the topographical engineers. He is also the inspector of the Military Academy, and charged with its correspondence. It follows, from this arrangement, that the chief engineer is specially assigned to a *particular post*, which post is the seat of Government, where he receives the returns of the corps of engineers from the commanding officer at West Point, and the returns and reports of the topographical engineers and the officers of the line attached to that corps, doing duty as topographers, and entirely detached from the line of the army. It is evident, from the law constituting the corps of engineers, that the topographical engineers cannot be considered a part of the corps of engineers; and that corps being attached, as the regulations declare, to the command of the chief engineer, is an augmentation of his command, and gives him his claim to his brevet pay. Suppose General Macomb to be in command of a regiment of infantry, with the brevet rank of a brigadier, and stationed at Sackett's Harbor: while commanding that regiment, being colonel thereof, he would certainly be entitled to the pay of colonel only; but if another regiment should be ordered there and attached to his command, is there any doubt that he would be entitled to the pay and emoluments of a brigadier general? The claim is precisely the same, whether the officer be assigned to the command, or the command be assigned to the officer.

2d. The cadets are formed into a separate corps, by the act of the 29th April, 1812, section 3, and attached to the Military Academy as students, by the President. The law reads thus: "That the cadets heretofore appointed in the service of the United States, whether of artillery, cavalry, riflemen, or infantry, or that may in future be appointed, as hereinafter provided, shall at no time exceed two hundred and fifty; that they *may be attached*, at the discretion of the President of the United States, as students to the Military Academy, and be subject to the established regulations thereof; that they shall be *arranged into companies* of non-commissioned officers and privates, according to the directions of the commandant of engineers, and be officered from the said corps for the purposes of military instruction; that there shall be added to *each company of cadets* four musicians; and the said corps [that is, corps of cadets,] shall be trained and taught all the duties of a private, non-commissioned officer, and officer, be encamped at least three months of each year, and taught all the duties incident to a regular camp; that the candidates for cadets be not under the age of fourteen, nor above the age of twenty-one years; that each cadet, previously to his appointment by the President of the United States, shall be well versed in reading, writing, and arithmetic; and that he shall sign articles, with the consent of his parent or guardian, by which he shall engage to serve five years, unless sooner discharged; and all such cadets shall be entitled to and receive *the pay and emoluments now allowed by law to cadets in the corps of engineers.*"

It is evident, from the foregoing, that the cadets form a distinct corps, and may be commanded, as it is at this time, by a brevet major, taken from the infantry, and be organized into companies, and they bear all the distinctive characteristics of a separate corps, both in regard to its uniform and duties; and they may, at the discretion of the President, be attached to any corps of the army. They are, in fact, *the corps of cadets of the army*, and not of the engineers; very few of them ever attaining that *honor*. If they were cadets of the corps of engineers, why was it necessary to declare that they should be entitled to the pay and emoluments of cadets of that corps? They would, of course, without this special provision, have been entitled to such allowance. If, in the Regulations of the Army, a mistake may have entered from inadvertency, it is presumed that that mistake will not be sufficient to confirm the character of that, or any other corps of the army.

Respectfully submitted:

ALEX. MACOMB, *Maj. Gen. by brevet, Chief Engineer.*

General Macomb claims the pay and emoluments of a brigadier general under his brevet as brigadier general, confirmed by the Senate at their last session:

1st. Because he has a command according to his brevet as a brigadier general. The law of the 16th of April, 1818, regulating the pay and emoluments of brevet officers, enacts that the officers of the army, who have brevet commissions, shall be entitled to and receive the pay and emoluments of their brevet rank, when on duty, and having a command according to their brevet rank, and at no other time.

2d. The command of General Macomb consists of three corps, viz: the corps of engineers, the corps of topographical engineers, and the corps of cadets.

3d. As to the extent of his command, it is equal in geographical extent to the whole Union, and, of course, equal to that of the highest officer in the army.

4th. The corps of engineers, of which General Macomb is colonel, is by law stationed at West Point, where the senior officer present commands, and makes return to the general as chief engineer, commanding all the engineers. This return accounts for the officers of the corps of engineers, showing their distributions, whether present or absent, and if on duty, &c. In these reports General Macomb is reported on command at the city of Washington.

5th. General Macomb is detached, and by special assignment placed at the seat of Government, and at the head of a department termed the Engineer Department, and to his command is attached the corps of topographical engineers.

6th. He has under his command a brigadier general, which circumstance would imply that he commanded in a higher capacity than colonel, and that he, of consequence, held the command of a general officer.

7th, and finally. Because he has been assigned to a separate command by the President of the United States, which command is the Engineer Department, and stationed at the seat of Government.

ALEX. MACOMB, *Maj. Gen. by brevet, Chief Engineer.*

JUNE 12, 1822.

The nature and extent of General Macomb's command, taking into view the Military Academy at West Point and the topographical engineers, which are attached to his command, as chief of the corps of engineers, his brevet pay appears to be clearly within the meaning of the laws applicable to the case. The allowance of the pay of a brigadier to the assistant engineer, General Bernard, is an additional reason in favor of the allowance.

JAMES MONROE.

The brevet pay and emoluments of a brigadier will commence from the time that he was arranged to his present command.

J. M.

18th Congress.] No. 261. [1st Session.

CLAIM OF VIRGINIA FOR INTEREST ON MONEY BORROWED TO PAY HER MILITIA.

COMMUNICATED TO THE SENATE, APRIL 12, 1824.

To the Senate of the United States:

The Executive of Virginia having requested payment of the amount of interest paid by the State for moneys borrowed and paid by it, for services rendered by the militia in the late war, and such claim not being allowable, according to the uniform decisions of the accounting officers of the Government, I submit the subject to your consideration, with a report from the Secretary of War, and all the documents connected with it.

The following are the circumstances on which this claim is founded: From an early stage of the war, the squadrons of the enemy entered occasionally the Chesapeake bay, and, menacing its shores, and those of the principal rivers emptying into it, subjected the neighboring militia to calls from the local authorities, for the defence of the parts thus menaced. The pressure was most sensibly felt in 1814, after the attack on this city, and its capture, when the invading force, retiring to its squadron, menaced alike Baltimore, Norfolk, and Richmond. The attack on this city had induced a call, by the Department of War, for large detachments of the militia of Pennsylvania, Maryland, and Virginia; which being collected in this quarter, and the enemy bearing, in the first instance, on Baltimore, were ordered to its defence. As early as the 31st of August, notice was given by the Secretary of War to the Governor of Virginia of the position of the enemy, and of the danger to which Richmond, as well as Norfolk and Baltimore, was exposed; and he was also authorized and enjoined to be on his guard, prepared at every point, and in every circumstance, to meet and repel the invaders. This notice was repeated several times afterwards, until the enemy left the bay, and moved to the south.

In the course of the war, the State had augmented its taxes to meet the pressure; but, the funds being still inadequate, it borrowed money to a considerable amount, which was applied to the payment of the militia, for the services thus rendered. The calls which had been made, except for the brigades in this quarter, and at Norfolk, being made by the State, the settlement with those corps, and the payment for their services, were made, according to the rules and usage of the Department, by the State, and not by the United States. On the settlement by the State, after the peace, with the accounting officers of the Government, the reimbursement of the interest, which the State had paid on the sums thus borrowed and paid to the militia, was claimed, but not allowed, for the reason above stated. It is this claim which I now submit to the consideration of Congress.

It need scarcely be remarked, that, where a State advances money for the use of the General Government, for a purpose authorized by it, the claim for the interest on the amount thus advanced, which has been paid by the State, is reasonable and just. The claim is the stronger under the circumstance which existed when those advances were made, it being at a period of great difficulty, when the United States were compelled to borrow very large sums for the prosecution of the war. Had the State not borrowed this money, the militia, whose services have been recognised since by the nation, must have been disbanded, and the State left without defence.

The claim is, in my opinion, equally well founded, when a State advances money which it has in its treasury, or which it raises by taxes, to meet the current demand.

In submitting this claim to your consideration, it is proper to observe, that many other States have like claims with those of Virginia, and that all those similarly circumstanced should be placed on the same footing. I invite your attention to a principle which is deemed just, and with the view that the provision which may be made respecting it may be extended alike to all the States.

JAMES MONROE.

SIR: DEPARTMENT OF WAR, *April* 9, 1824.

In obedience to your order, I herewith enclose copies of the correspondence between this Department and the Governor of Virginia, in relation to the militia called out for the defence of that State in the fall of 1814; and a report from the Third Auditor of the Treasury, in relation to interest on the advances for militia services during the late war.

It may be proper to remark, that, in auditing the accounts of the States, for the service of the militia called out by their authority during the late war, no account has been allowed, but in cases where the militia had been called out either to repel actual invasion, or under a well-founded apprehension of invasion. It may also be proper to state, that the States which were exposed to the attacks of the enemy almost invariably claimed further protection from the Government than was found practicable, under the embarrassment of the country, to extend to them.

It will be seen, from the report of the Auditor, that interest has been allowed in no case to the States for advances to their militia called out by the authority of the States. The payment of interest to the States of Pennsylvania and New Jersey was on a previous agreement by the Government, and for the purpose of paying militia called out by authority of the Union, and not of the States, and for the payment of which the States were nowise liable.

I have the honor to be, your obedient servant,

J. C. CALHOUN.

The PRESIDENT OF THE UNITED STATES.

CORRESPONDENCE WITH THE GOVERNOR OF VIRGINIA.

SIR: WAR DEPARTMENT, *August* 31, 1814.

We have this moment received information, the correctness of which is not doubted, that the enemy evacuated Nottingham yesterday at ten o'clock. The barges moved down about four o'clock. It is believed that they debarked from Benedict last evening and this morning. I give you this notice as early as possible, as it may have a bearing on your arrangements for the defence of your section of the country.

I have the honor, &c.

JAMES MONROE.

His Excellency JAMES BARBOUR, *Governor of Virginia.*

SIR: WAR DEPARTMENT, *September* 1, 1814.

The enemy have embarked on board their vessels in the Patuxent, and will, as I presume, in execution of their desolating system, proceed immediately to some other of our principal towns. Norfolk is known to be one on which they have fixed their attention; Baltimore and Richmond are others. Against which they will move, in the first instance, will not be known, until they land their men in a marked direction towards it. Be on your guard, prepared at every point, and in all circumstances, to repel the invaders.

I have the honor, &c.

JAMES MONROE.

His Excellency JAMES BARBOUR, *Governor of Virginia.*

SIR: WAR DEPARTMENT, *September* 5, 1814.

I am sorry to inform you that the enemy's squadron has passed our battery at the White House, on the Potomac river. It was impossible to collect such a number of heavy pieces, in the present state of affairs here, as to prevent it. The fleet which had descended the Patuxent, with the troops on board, lately employed against this city, and a reinforcement since received, which had paused at the mouth of that river, on account (as it was supposed) of the detention of this squadron, descended the bay yesterday, either for the Potomac, or some other object lower down the bay. Hearing, as it is doubtless will, immediately, that their squadron has passed our battery, it may proceed to such other object; which must be, I presume, if it has one in the bay, either Norfolk or Richmond. I hasten to give you this intelligence, that you may be prepared to meet the enemy, should they present themselves at either place.

I have the honor, &c.

JAMES MONROE.

His Excellency JAMES BARBOUR, *Governor of Virginia.*

SIR: WAR DEPARTMENT, *September* 19, 1814.

The enemy has passed down the bay, and out of sight, below Annapolis. It may be presumed that they will attack either Richmond or Norfolk. The force collected near Richmond is, I trust, fully adequate to its defence. Norfolk, General Porter writes me, is not so well prepared. Cannot some additional force be thrown in, to its aid? I fear the reinforcement from North Carolina will not arrive there in time.

I have the honor, &c.

JAMES MONROE.

His Excellency JAMES BARBOUR, *Governor of Virginia.*

SIR: WAR DEPARTMENT, *October* 2, 1814.

The recent alarming movements of the enemy, many of his vessels being at this time at the mouth of the Potomac, and the accounts that Lord Hill had arrived, or might soon be at Bermuda, with powerful reinforcements, have induced the President to make additional requisitions for militia. I have, therefore, to request your excellency to call into the service of the United States, and put in march for this city, as soon as practicable, all the State's quota of militia, infantry and riflemen, detached conformably to the requisition from this Department of July 4th, 1814, within the counties adjacent to and west of the Blue Ridge, and not now in the field, to the amount of four thousand, properly organized and officered, including in this arrangement Brigadier General Madison, and the troops now out under his command. One other brigadier general will be required, making two brigades of two thousand each. It is desirable that as great a proportion of this force as practicable should be riflemen, and such of the infantry as have rifles should march with them, in preference to muskets.

Much attention will be necessary, to prevent too extensive baggage trains; no more than one wagon being allowed to a company of one hundred men.

As this force will be marched in two distinct commands, no major general will be required. I have to request your excellency to put into their movements all the expedition practicable, and to accept the new assurances of my greatest respect.

JAMES MONROE.

P. S. To insure the earliest services of the troops now out, I have given an order directing General Madison to march his brigade to this place without loss of time.

His Excellency JAMES BARBOUR, *Governor of Virginia.*

SIR: TREASURY DEPARTMENT, THIRD AUDITOR'S OFFICE, *April* 8, 1824.

I have the honor, conformably to your direction, to furnish the subjoined estimate of the probable amount which would be allowable for interest, were the principle of paying interest to be assumed by the United States, upon the claims of the several States for disbursements for military services and supplies during the late war with Great Britain.

This estimate has been prepared from a very cursory view of the accounts, and, in a great measure, upon supposed data, and is, consequently, entitled to but little reliance. To have arrived at any thing like accuracy would, necessarily, have consumed a considerable length of time, and, with respect to large portions of the claims, information as to dates which cannot be obtained therefrom.

The interest has been computed at the rate of six per cent., and on such of the sums claimed as have either been, or are likely to be, admitted to the credit of the respective States specified, in pursuance of the assumptions already made on the part of the United States.

The claim of the State of Connecticut extends to expenditures of large amount not yet sanctioned by the General Government; and interest on those expenditures has, therefore, not been taken into the estimate. Interest on a claim rendered by the State of Massachusetts, amounting to nearly $850,000, has been left out for a similar reason. The interest on the aggregate of this latter claim would be at least half a million of dollars, and in like proportion, of course, for any part thereof which may eventually be admitted.

Pennsylvania and Connecticut appear to be the only States whose claims included interest.

With great respect, your most obedient servant,

PETER HAGNER, *Auditor.*

The Hon. JOHN C. CALHOUN, *Secretary of War.*

Estimate.

South Carolina,	$94,526
Virginia,	254,148
Maryland,	101,305
Delaware,	11,950
Pennsylvania,	53,768
New York,	39,372
Connecticut,	9,000
Rhode Island,	8,619
New Hampshire,	3,890
Vermont,	1,755
	$578,333

SIR: TREASURY DEPARTMENT, THIRD AUDITOR'S OFFICE, *April* 1, 1824.

I have the honor, in compliance with your request, to hand you the copies of two accounts allowed for interest on loans obtained by States for account of the United States; the one that of the State of Pennsylvania, and the other of the State of New Jersey: these comprise the whole allowances for that object which I have been enabled to find on the books of this office.

With great respect, your obedient servant,

PETER HAGNER, *Auditor.*

The Hon. JOHN C. CALHOUN, *Secretary of War.*

The United States to the State of Pennsylvania, DR.

For interest paid by the Commonwealth of Pennsylvania to the several banks, on the loan of $300,000 made to the United States as follows, viz:

Bank of Pennsylvania, on $30,000 from June 10, 1815, to March 31, 1817,	$3,250 00
Farmers and Mechanics' Bank, on $40,000 from May 15, 1815, to March 31, 1817,	4,500 00
Bank of Northern Liberties, on $20,000 from May 13, 1815, to March 31, 1817,	2,259 17
Mechanics' Bank, on $50,000 from May 15, 1815, to March 31, 1817,	5,625 00
Philadelphia Bank, on $50,000 from May 13, 1815, to March 31, 1817,	5,650 00
Commercial Bank, on $40,000 from May 15, 1815, to March 31, 1817,	4,506 67
Schuylkill Bank, on $20,000 from May 16, 1815, to March 31, 1817,	2,250 00
Bank of North America, on $50,000 from May 15, 1815, to March 31, 1817,	5,630 13
	$33,670 97

I certify the above statement exhibits the true amount of moneys paid by the Commonwealth of Pennsylvania, for interest, as charged therein. Witness my hand and seal of office, the 10th of April, 1817.

GEORGE BRYAN, *A. G.*

Interest allowed.

GEORGE GRAHAM.

TREASURY DEPARTMENT, THIRD AUDITOR'S OFFICE, *April* 21, 1817.

PETER HAGNER, *Auditor.*

TREASURY DEPARTMENT, SECOND COMPTROLLER'S OFFICE, *April* 22, 1817.

Admitted and certified.

Received, 23d of April, 1817, warrant No. 263, for thirty-three thousand six hundred and seventy dollars ninety-seven cents, to be forwarded to William Findley, at Harrisburg, Pennsylvania.

THOMAS T. TUCKER,
Treasurer United States.

$33,670 97.

(To be transmitted to Mahlon Dickerson, Esq.)

The United States to the Governor of the State of New Jersey, DR.

To interest on $50,000, loaned to the Paymaster General, from the 24th day of June, 1815, to the 30th day of April, 1816, $2,557 00

Ten months and seven days, at six per cent. $2,558 33

Approved:

WM. H. CRAWFORD.

Received, May 1, 1816, of Tobias Lear, A. W. D., a warrant, No. 4,299, issued by the Secretary of War, this day, for two thousand five hundred and fifty-eight dollars thirty-three cents, to be transmitted by me to his excellency M. Dickerson, Governor of New Jersey, at Trenton.

THOMAS T. TUCKER,
Treasurer United States.

$2,558 33.

SIR: DEPARTMENT OF WAR, *March* 24, 1815.

I have the honor to acknowledge the receipt of your letter, enclosing a copy of the act of the General Assembly of Pennsylvania, entitled "An act authorizing the Governor to negotiate a loan for paying the militia and volunteers of this State, late in the service of the United States," passed the 11th of March, 1815. This com-

munication has been submitted to the President, who authorizes me to express his high sense of the uniform patriotism and public spirit of the Legislature of Pennsylvania; and to accept the loan of $300,000, or such part of that sum as may be necessary for the contemplated object, at an interest of six per centum per annum, to be reimbursed at any time within three years, upon the condition prescribed in the act; and to give you an assurance that the sum so loaned shall be applied to the payment of the militia and volunteers of Pennsylvania, late in the service of the United States.

I cannot allow this opportunity to pass, without an expression of the personal gratification which, as a grateful citizen of Pennsylvania, I have derived from contemplating the exemplary conduct of the State, in its relations to the internal government, during your administration.

A. J. DALLAS.

His Excellency S. SNYDER, *Governor of Pennsylvania, Harrisburg.*

SIR: HARRISBURG, *March* —, 1815.

I enclose to you a copy of an act passed by the Legislature of this State, at their late session, authorizing the Governor to negotiate a loan for paying the militia and volunteers of this State, lately in the service of the United States; the motive for this law is too obvious to need any elucidation. If the Government of the United States is not prepared to pay those troops, I shall be happy to learn from you whether that Government will accept the loan from Pennsylvania, on the terms and conditions prescribed in the law.

I have the honor to be, very respectfully, your obedient servant,

SIMON SNYDER.

The SECRETARY OF WAR.

AN ACT authorizing the Governor to negotiate a loan for paying the militia and volunteers of this State, late in the service of the United States.

SEC. 1. *Be it enacted by the Senate and House of Representatives of the Commonwealth of Pennsylvania in General Assembly met, and it is hereby enacted by the authority of the same*, That the Governor be, and he is hereby, authorized to negotiate a loan or loans with any of the incorporated banks of this State, for such sum or sums of money as may be necessary to pay the militia and volunteers of this State, late in the service of the United States, not exceeding three hundred thousand dollars, at an interest not exceeding six per centum per annum, to be reimbursed at any time within three years.

SEC. 2. *And be it further enacted by the authority aforesaid*, That the Auditor General shall ascertain the balance due by the United States to the militia and volunteers aforesaid, and make report thereof to the Governor, who is hereby authorized and required, in the name of this commonwealth, to loan to the Government of the United States the sum mentioned in the foregoing section, or such part thereof as may be necessary, on the condition and with the assurance that the sum so loaned shall be applied to the payment of the militia and volunteers aforesaid.

SEC. 3. *And be it further enacted by the authority aforesaid*, That the Governor be, and he is hereby, directed to lay before the Legislature, within the first week of the next session, a report of his proceedings under this act.

JACOB HOLGATE,
Speaker of the House of Representatives.
JOHN TOD,
Speaker of the Senate.

Approved the eleventh day of March, one thousand eight hundred and fifteen.

SIMON SNYDER.

PENNSYLVANIA, SECRETARY'S OFFICE, *March* 14, 1815.

I certify the above and foregoing to be a true copy of the original deposited among the rolls in this office.

N. B. BOILEAU, *Secretary.*

SIR: TRENTON, *February* 21, 1815.

It is understood that the militia of this State, who served last fall under General Elmer, at Billingsport, on the Delaware river, have not received the pay due from the United States; in consequence of which, the Legislature of this State, by an act passed the 18th instant, authorized me to obtain, by loan, money sufficient to pay the said militia, not exceeding $50,000, and to loan the same to the Government of the United States, for the purpose of paying the said militia, on condition that it shall be reimbursed to the State in one year, with interest.

Should the President of the United States be of opinion that a convenience will arise from carrying into effect the proposed measure, I can procure the money, and will at any time be ready to enter into such arrangements as the nature of the transaction calls for.

Accept, sir, assurances of high respect,

WILLIAM S. PENNINGTON.

The Hon. JAMES MONROE.

DEAR SIR: TRENTON, *April* 25, 1815.

Lieutenant Colonel Reynolds, who acted last fall as deputy quartermaster-general to the militia of New Jersey serving in the third military district, informs me that he finds it impossible to close his quartermaster's account, for the want of funds; and requests me to write to you on the subject. The funds wanted are from $2,000 to $3,000. I understand Colonel Reynolds, that the quartermaster-general in New York has had directions from the commanding general of the third military district, and also from the War Department, to furnish him with the necessary funds, but has put him off on various pretexts, from time to time, and finally came out with the insolent observation that New Jersey should loan to the General Government as New York had done. This subaltern arrogance makes it necessary to apply to the head of the Department of War. Nor would I trouble you on this occasion, was it not that Colonel Reynolds is exceedingly embarrassed by the frequent calls for small sums. Great convenience will arise to him from being able to meet his engagements. The smallness of the sum precludes the idea that the delay arises from a deficiency of funds.

I am, with great respect, your very humble servant,

WILLIAM S. PENNINGTON.

The Hon. A. J. DALLAS.

SIR: TRENTON, *May* 22, 1815.

The Legislature of New Jersey, in February last, passed a law authorizing me to borrow, and loan to the United States, $50,000, for the purpose of paying off the militia of New Jersey, who served last summer and fall in the fourth military district; on which I immediately wrote to Colonel Monroe, the then Secretary of War, informing him of the power given me, and of my readiness to execute it, in case it should meet the approbation of the President. As I have received no answer to this letter, I am apprehensive that it may have been mislaid or have miscarried.

As the soldiers are really in want of money, many of them being poor, and also as the enemies of the administration are taking advantage of this circumstance to excite discontent, I take the liberty of calling your attention to the subject. I can obtain the money, in case it should be thought proper to use it in the way suggested.

I am, with great respect, your very humble servant,

WILLIAM S. PENNINGTON.

The Hon. A. J. DALLAS, *Acting Secretary of War.*

SIR: DEPARTMENT OF WAR, *May* 31, 1815.

I have the honor to acknowledge the receipt of your letter dated the 22d instant.

It will be an accommodation to this Department that the militia of New Jersey, called into the service of the United States, should be paid out of the fund which the Legislature has authorized you to procure. If, therefore, you will be so good as to inform me when the money is ready to be distributed, the paymaster of the army will give the necessary directions for making the payment, in a form to be recognised here, upon the regular pay-rolls.

The amount thus advanced by the State will be considered as a loan to the United States, bearing six per cent. per annum interest, and reimbursable in one year.

The necessity of ascertaining the state of our appropriations for the payment of the troops, before your offer was accepted, will be deemed, I hope, a sufficient apology for not answering your letter sooner.

A. J. DALLAS.

His Excellency W. PENNINGTON, *Governor of New Jersey.*

SIR: SENATE CHAMBER, *March* 30, 1824.

We have been made the organ of the Virginia delegation, who have been specially charged by the Legislature to use our best endeavors to obtain a speedy adjustment of the claims of Virginia against the Government of the United States, to bring that subject before you.

We esteem ourselves fortunate in finding it necessary to call your attention to one item only—the interest paid by Virginia on loans negotiated by her, to meet the expenses incurred during the last war. In forbearing to press any other part of the claim, (for example, the whole interest on all her advances,) we find a sufficient motive in the hope that, on the one now presented, the Government here will have no difficulty in coming to a speedy and favorable decision.

As we confide exclusively in the justice of our claim, we intentionally forbear, however grateful the retrospect may be, to make an ostentatious parade of the zeal with which Virginia devoted her citizens and treasure to the vigorous prosecution of the war. This is willingly left to the province of history.

To the notes heretofore presented by the agents of Virginia on this subject, we beg leave to add that of Mr. Johnson, with the documents referred to by him. These contain so full and satisfactory an exposition of the merits of our claim, as to relieve us from the necessity of adding thereto.

We cannot, however, forbear subjoining a few observations. Virginia asks only an equal measure of justice with any other State in the confederacy. Had the Government of the United States fulfilled its obligations to her, the necessity of this application would never have existed. Virginia, by the embarrassment of the Government here, was constrained to borrow that money, which, by the Government's own acknowledgment, indicated in its repayment, should have been furnished, in the first instance, by the Government itself. That money cannot be borrowed without interest, is a truth too obvious to be enlarged upon; and hence the interest constituted an essential part of the advance. On what ground will the distinction rest, if any be attempted, between the principal and the interest? The general usage of the Government not to pay interest will scarcely be urged in this case. The readiness of Government to discharge its debts is the foundation on which it rests. That is the presumption. The *fact*, in the present case, is an admission of inability to pay. Where the reason ceases, so ought the law; and on this rational principle has the Government acted, both in regard to individuals and State Governments. In the case of contractors during the war, it is understood that they received indemnity, both as it regarded damages and interest for non-payment. In Pennsylvania, a loan was negotiated by the Government of that State, nominally for the General Government, but substantially for herself. Pennsylvania paid the interest; the Government returned it. The Executive of New York borrowed large sums for the defence of New York. The Government here paid the interest. The Executive of Virginia did the same. How can the Government here refuse the interest? Whether these loans, in either or both cases, were made by authority, does not, in the slighest degree, touch the question. The obligation to indemnify existed before, and independently of the authority given. The power in writing to negotiate the loan, if given at all, is the mere evidence of a pre-existing obligation, but does by no means increase it. It is not the written bond that creates the moral obligation on the debtor to pay the debt, but a pre-existing consideration, of which the bond is merely the evidence. But we forbear to enter further into the discussion, as we doubt not your experience and better judgment will amply compensate every omission. Should an insuperable difficulty to a favorable decision present itself to your mind, in the progress of your deliberation, we beg you will have the goodness to present the subject to the President. If the claim could be favorably decided, it is desirable that it should be done immediately, as $50,000 are for the benefit of the University of Virginia; some assurance of the payment of which is indispensable to the successful commencement of that institution, a visiter of which is now here, who will leave Washington on Thursday, to attend a meeting of the visiters at the university on Monday next.

We offer you our best respects.

JAMES BARBOUR,
JOHN TAYLOR.

The SECRETARY OF WAR.

DEAR SIR: RICHMOND, *March* 23, 1824.

I have examined, with as much care as the time and my professional avocations would allow, the papers submitted to me, relative to the claim of this commonwealth upon the United States, for reimbursement of interest paid upon several loans negotiated during the late war; and the result is, the clearest conviction of my mind that nothing is necessary but to make the claim clearly understood, in order to render its justice obvious, and the propriety of allowing it unquestionable.

I am not sufficiently acquainted with the organization of the Departments of the General Government, or with the laws which govern them, to decide whether it is in the power of the Secretary of War to authorize the payment of the claims. Perhaps it is not; it may be that the Government, which does not ordinarily pay interest, has not given to its Executive Departments any power to allow a claim which, whatever may be its real character, assumes in any manner the form of interest. However this may be it would probably be best that the claim, in the shape in which we now place it, should be distinctly submitted to the War Department; and if it be there disallowed, that then an appeal be made to the justice of Congress. I suggest this course, because I believe the nature and extent of our claim has never yet been explained to any Department of the General Government, and because, if we go before Congress, we should go with conclusive evidence, that if the claim be just, the law for its payment is necessary. I do it, too, in the hope that by explaining the claim to the Department, we shall satisfy its head that it deserves his countenance, if it cannot receive his legal sanction.

I will now submit to you, as briefly and as intelligibly as I can, the view which I have taken of the extent and character of our claim.

With the very commencement of the war began the advances of this State, to defray the expenses of the militia called into the service of the United States. By reference to the general order, issued by the Governor, for the detail and march of the detachment ordered to Norfolk in July, 1812, and of the detachment ordered to the northwestern frontier, in September of the same year, it will be seen that he authorizes drafts on the Executive Department of this commonwealth, for certain expenses of the equipment and march to the place of rendezvous. These general orders are in pages 23 and 24 of the Journal of the House of Delegates for the session of 1812–'13.

On the 12th of October, 1812, these advances had amounted to $17,751 37; on the 26th of February, 1813, to $31,583 09; and on the 24th of May, 1813, to $94,847 88. At these several periods, accounts of these advances were presented to the War Department for liquidation and payment.

A difference of opinion arose between the Department of War and this Government as to the principles on which these accounts were to be settled. The claims of Virginia were very ably sustained at the seat of the General Government, by Mr. Mercer and Mr. Campbell, charged with that duty by our Executive; and their views of the subject, with a statement of the points in difference, and of our accounts furnished, will be found in the Journal of the House of Delegates for the session of May, 1813, from page 13 to 36.

This Government maintained the simple (and one might have said the self-evident) proposition that the Goverment of the United States was bound to defray all the expenses attending the militia called out for their service; while the War Department of that Government held that a part of them should be borne by the States.

The discussions upon this subject left the principles uncertain on which the accounts were to be adjusted, and left the accounts themselves unsettled and unpaid. They did not, however, leave unsettled the principles which governed this commonwealth, from the moment when the declaration of war proclaimed that the honor and interests of the Union were to be protected by the sword, to the hour when the voice of peace assured us that this object had been happily attained. They did not in the slightest degree impair the promptitude with which the requisitions of the General Government were constantly complied with; the vigilance with which the danger from the common enemy was anticipated and guarded against; the liberality with which money was advanced to defray all necessary expenses; or the loyalty with which the whole resources of the commonwealth were devoted to the general defence.

Relying upon the justice of the United States for ultimate indemnity, and resolved to do her duty, whether indemnified or not, Virginia continued her advances for defraying the expenses of the war; so that, in the month of December, 1813, they amounted to $382,141 78; in February, 1814, to $444,049 56; in November, 1814, to $913,599 51; and, in the end, to not much less than $2,000,000.

Of all this not one cent was refunded till one year after the conclusion of the war, except $100,000 in Treasury notes, furnished in the autumn of 1814, when this State had in the field more than one-fourth of all its militia.

Of these advances the sum of $1,781,330 01 has been liquidated, and paid by the Government of the United States; the payments, except the $100,000 above mentioned, being made from the 29th of February, 1816, to the 22d January, 1823.

Some further claims remain suspended for the procurement of more satisfactory vouchers, of the extent whereof I am not informed; and some, perhaps, have been finally disallowed.

To meet these advances by Virginia, her ordinary revenue was by no means adequate. It had been fully competent, however, for years, to defray the expenses of her peace establishment, and would have sufficed for a state of war, if the General Government, fulfilling the great object of its creation, had provided sufficiently for the common defence, and defrayed all its charges. But a portion of those charges falling upon this Government, we were compelled both to raise our taxes and resort to loans.

Accordingly, by the act imposing taxes for the support of Government for the year 1813, our taxes were raised about one-third, as will be seen by comparing the act of the session of 1812–'13, chapter 1, with the act of the preceding session, chapter 1; also by another act of the session 1812–'13, chapter 9, a loan of $350,000 was authorized, at a rate of interest not exceeding six per cent.

Under this act, the sum of $350,000 was borrowed from the Bank of Virginia, on the 29th of March, 1813, at an interest of six per centum per annum, for the period of nine months; and this period was afterwards protracted to the 29th of March, 1814. Every dollar of this money was applied to defray the war expenses, with which the United States were justly chargeable.

Again, at the next session, 1813–'14, our taxes were increased upon the old subjects about 30 per cent., and taxes imposed on many new subjects. At this session, also, a law was passed authorizing another loan of $750,000, at a rate of interest not exceeding seven per cent. [See the Sessions Acts, 1813, chap. 1, page 1, and chap. 27, page 63.]

This loan was negotiated partly with the Bank of Virginia, and partly with the Farmers' Bank of Virginia; $350,000 was borrowed of the former, and applied to the repayment of the same sum borrowed the preceding year; and $400,000 was borrowed of the latter, of which $313,665 68 was applied to pay this State's quota of the direct tax, which had been assumed, and the balance was applied to defray the war expenses.

Notwithstanding the large increase of our taxes, and the sums of money thus borrowed, our Treasury was exhausted by the autumn of this year; and to meet the heavy expenses which the imminent danger of that period made necessary, our Executive, upon its own responsibility, borrowed money from the banks, and convened the

Legislature to provide for the emergency. At its session in November, 1814, it authorized a loan from the Farmers' Bank of Virginia of $200,000, at an interest of 7½ per cent., to be reimbursed out of the revenue of the next year. [See chap. 15, page 56.] This loan was accordingly made, and the money applied to refund that borrowed by the Executive, and to defray war expenses.

At this session the taxes were further raised; something being added to some of the old subjects, and many new subjects being introduced, and two other acts passed authorizing loans. One authorized a loan of $800,000, in anticipation of the revenue of 1815 and 1816, at an interest not exceeding 7 per cent.; the other authorized a loan of $1,100,000, at an interest not exceeding 8 per cent. per annum. [See chap. 16, page 57, and chap. 17, page 58.]

Under the former, $800,000 was borrowed of the Farmers' Bank of Virginia, at 7 per cent., and under the latter there was borrowed of the literary fund $6,200, at 8 per cent.; and of the Farmers' Bank two sums, one of $536,052 19, the other of $100,000; these two sums at an interest of 6 per cent.

The Auditor's statement (A) shows how much interest has been paid upon these loans, and how much of the principal has been reimbursed. It shows that the loans of $200,000, $800,000, and $336,052 19, were fully reimbursed in the year 1816; the loan of $100,000 in the year 1817, that of $6,200 in the year 1818. That of the loan of $350,000, only $120,000 have yet been reimbursed; and of the loan of $400,000, $311,000 have been reimbursed; and it shows that the whole amount of interest paid by this commonwealth upon these loans, up to the end of 1823, is $486,853 24.

The commonwealth can have no just claim to refund the whole of this interest. So much as accrued upon the $313,665 68, applied to pay the State's quota of direct tax, ought, perhaps, not to be reclaimed. There is some strong reason for contending that the interest, even upon this sum, which accrued after the first year, should be refunded by the United States; because it is very manifest that the increased revenue of the State, arising from the war taxes, would have redeemed this loan within a twelvemonth, if it had not been consumed in those expenses, which the United States should have borne; so that, although this loan was not made to meet these expenses, it was certainly continued in consequence of them. But this is debatable ground, and I would not advise that it should be occupied. Neither should we claim the refunding of interest paid after the principal advanced had been refunded to us; nor should we at any time claim the refunding of interest paid upon any sum beyond the amount of advances due to us.

Holding these principles in view, I have compiled, from the documents furnished me, a statement (marked No. 1) showing the amount of our claim for interest, on account of the advances already liquidated and paid, to be $232,702 67. I believe the calculations are correct; and I am well satisfied that the principles on which this statement is made must be sanctioned by the justice and good sense of all mankind.

I have made another statement, (marked No. 2,) which will show the probable amount of our advances to the General Government, at various times, within the period over which the account (No. 1) extends; and will show that the sums on which we charge for interest paid, have, for the greater part of the time, fallen short, by several hundred thousand dollars, of the amount of our advances; and have at no time exceeded that amount, unless, perhaps, for a few months of the year 1813, between the periods of borrowing and disbursing the $350,000.

The chief argument to sustain this claim is to be found in the narrative which explains it. This shows that we are not asking usance for the moneys advanced by us, but simply the return, without interest, of the specific sums paid out of our treasury for the benefit of the United States. Our advances, it is true, were of two kinds: the one of principal, to defray the expenses as they accrued; the other of interest, to pay for the use of the money we had borrowed to meet these expenses. The former has been refunded to us, as far as the claims have been liquidated; whether the latter shall also be refunded, is the question to be considered.

In considering this question, I shall adduce no further evidence to prove that the sums borrowed, on which the interest in my statement (No. 1) is charged, were borrowed to meet the war expenses, which have been since acknowledged as a just charge against the General Government, and that they were faithfully applied to that object. Our journals and public offices abound with evidence upon this subject, which leaves no manner of doubt in relation to it. I shall take it for granted, and examine the question upon principle.

What, then, is the nature of our claim? Is it a claim for interest upon the moneys advanced by us? or is it for part of the principal itself? It is, in truth, a claim for a part of the principal debt owing us by the Government of the United States; for, although we advanced it in the name of interest on the money we had borrowed, it became, at the moment of the advance, a part of the principal sum due us from that Government. This is illustrated by familiar transactions between man and man. One pays for another his principal debt, with the interest that has accumulated on it: from the moment of the payment, the principal and interest unite in constituting a new debt, the whole of which, as regards the person who made the advance, is principal, and carries interest. So, one borrows from another a sum of money, and pays interest upon it. The borrower becomes the creditor of him for whose use the money was borrowed, and the interest paid upon the loan constitutes a principal debt to the borrower, and carries interest. These are principles perfectly familiar to our courts of justice, and are founded in no arbitrary enactment of the statutes, but in those perfect doctrines of the common law, based in common right, matured by the experience, and sanctioned by the wisdom of centuries. The rule of right must be the same between Governments. It cannot be pretended that if Virginia had paid a hundred thousand dollars of the interest upon the United States' debt, her claim for reimbursement would have been a claim for interest upon her advances, or that it could have been refunded, upon the ground that the Government does not pay interest.

These considerations are sufficient to show that our claim is not for interest upon advances, but for the principal itself. And the question recurs, whether it ought to be allowed by the Government of the United States?

It is difficult to draw any just distinction between those advances which the Government of the United States has sanctioned and refunded, and those advances for interest upon the loans. We had no legal claim upon the Government of the United States for either. Neither advance was made under any previous contract with the United States, or any law authorizing it; for neither could any action have been sustained; both were made under the pressure of uncontrollable circumstances, and in the confidence that the United States would indemnify us for them; and it is manifest that both were applied to the use of the United States.

It may be said that, if Virginia had advanced the money to the United States out of her own revenue, without resorting to loan, the United States would have received equal benefit, and, in that case, would not have been chargeable with interest. This may be allowed, if you please, without affecting this question: for the question is not simply what benefit the United States has received, but the question is what burden Virginia has borne in her services. If Virginia had possessed revenues to meet these expenditures, she would not have paid interest: not having the revenue, she has been obliged to borrow, and to pay interest.

But has not the United States, in truth, profited in her fiscal affairs, to much more than the amount claimed, by the money which Virginia borrowed?

It is well known that the Government of the United States had not revenues to meet the war expenses; that they resorted to loans; that, while Virginia was paying from six to eight per cent. for the money borrowed for their

uses, they were paying much higher interest upon the money they borrowed for themselves; that they effected loans with much difficulty; and that the embarrassments at their Treasury were very great. If, then, Virginia had not borrowed this money, the Government of the United States must have done so, and would have paid, no doubt, a much higher interest.

In this view of the subject, how is our claim for the refunding the interest paid to be distinguished from the claim for refunding the principal? We advanced the principal, and it *paid* the United States the numerical sums advanced; this advance they refund to us. We advanced the interest; it saved to them a greater amount, which they must have paid for interest; and shall they refuse to refund us this?

The doctrine that the Government does not pay interest, unless where it has been contracted for, has no application to this subject. It may suit very well, and be very politic, in relation to individuals who became the creditors of the Government, without any contract for interest; who ought to be subjected to the necessity of a speedy settlement of accounts; whose claims the Government, it is to be presumed, are always ready to pay as soon as they may be liquidated, and from whose forbearance, in the general, the Government cannot profit. But, in a case like this, where the transaction is between Governments, where nothing is asked but a return of actual advances, and where the Government of the United States has profited as well by the advance as by the forbearance, to answer the demand by the proposition that the Government does not pay interest, unless by contract, is mockery.

If there were any thing in the delays which have attended the settlement, from which blame could be imputed to Virginia, or from which it could be shown that the Government of the United States had suffered injury, there might be some color in the objection to our claim. But the journals of our Legislature, and the records of our departments, will show that these claims have been pressed with at least as much earnestness and constancy as was convenient to the General Government, and that so much as has been paid was quite as soon as suited the fiscal resources of the General Government. Among other expedients proposed, to facilitate the settlement of these accounts, and to render their payment convenient to the United States, a law was passed in the session of 1814 and 1815, authorizing the assumption of the State's quota of the direct tax of 1815, provided that payment would be accepted in our advances. This was not agreeable to the General Government, the proposition was rejected, and the tax levied upon the people.

But the Government of the United States has not always acted upon the principle that they ought not to pay interest except when they had previously contracted for it. I have heard, though I cannot vouch for it, that there have been several exceptions to this rule. There is at least one example, which I think is entitled to great weight.

When, in the year 1790, the Government of the United States funded its own, and assumed the State debts, it took upon itself not only the principal but the interest of those debts. The State debts assumed were debts contracted for defence during the war of the revolution.

Individuals held the obligations of the States for principal sums bearing interest. The United States assumed both principal and interest, without its ever occurring to any one that they were departing from the principle of that rule which protects Governments from interest not contracted for. The analogy between the State debt and interest then assumed, and the State debt and interest now in question, is complete for the purposes of this argument; and the only difference between them renders the present claim much stronger. The difference is, that the old debt was incurred by the State, for the defence of the State, by forces not subjected to the authority of the United States. The present debt was incurred for the common defence, by forces either called out by orders of the General Government, or subjected to their authority as soon as they would receive them.

By the law, too, passed in the same year for the settlement of the accounts between the United States and the several States, provision is made for paying interest on the balances which should be found due to the States.

Justice, reason, authority, concur in sustaining our claim; if any thing further were required to recommend it to the favorable attention of the United States, something perhaps might be found in the circumstance that Virginia has dedicated this claim to the encouragement of learning, by vesting its proceeds in the literary fund, and, by a late act, has appropriated $50,000 of it to the equipment of the university, for its immediate commencement. The latter act will, at least, justify us in pressing this claim to the earliest possible adjustment, as the money will be immediately in requisition by the visiters of the university, and is indispensable to the successful execution of their measures.

With great respect, your very obedient servant,

C. JOHNSON.

JAMES PLEASANTS, Jun., Esq., *Governor of Virginia.*

A.

Statement showing the amount of loans contracted by the Commonwealth of Virginia during the late war; the amount of interest paid thereon to the 30th September, 1823, and what portion of the principal has been extinguished.

	Debt of $350,000.		Debt of $400,000.		Debt of $200,000.		$Debt of 800,000.		Debt of $536,052 19.		Debt of $100,000.		Debt of $6,200.		Amount of principal paid in each fiscal year.	Amount of interest paid in each fiscal year.
	Principal paid.	Interest paid.	Principal paid.	Interest paid.	Principal paid.	Interest paid.	Principal paid.	Interest paid.	Principal paid.	Interest paid.	Principal paid.	Interest paid.	Princi-pal p'd.	Interest paid.		
From 1st Jan. to 31st December, 1813, -	-	15,750 00	-	-	-	-	-	-	-	-	-	-	-	-	-	15,750 00
From 1st Jan. to 30th September, 1814, -	-	11,375 00	-	14,000 00	-	-	-	-	-	-	-	-	-	-	-	25,375 00
From 1st Oct. 1814, to 30th Sept. 1815, -	-	24,500 00	-	27,440 00	156,000	6,827 43	-	19,250 00	-	-	-	-	-	124 00	156,000 00	78,141 43
From 1st Oct. 1815, to 30th Sept. 1816, -	-	24,500 00	-	28,105 00	44,000	2,511 56	800,000	25,429 40	536,052 19	12,720 66	10,000	-	-	372 00	1,390,052 19	93,638 62
From 1st Oct. 1816, to 30th Sept. 1817, -	25,000	28,779 68	25,000	25,932 08	-	-	-	-	-	-	90,000	1,033 37	-	744 00	140,000 00	56,489 13
From 1st Oct. 1817, to 30th Sept. 1818, -	2,000	239 92	50,000	3,465 78	-	-	-	-	-	-	-	-	6,200	106 08	58,200 00	3,811 78
From 1st Oct. 1818, to 30th Sept. 1819, -	-	45,115 00	60,000	41,013 32	-	-	-	-	-	-	-	-	-	-	60,000 00	86,158 32
From 1st Oct. 1819, to 30th Sept. 1820, -	33,000	20,682 64	17,000	17,797 50	-	-	-	-	-	-	-	-	-	-	50,000 00	38,480 14
From 1st Oct. 1820, to 30th Sept. 1821, -	60,000	16,571 80	4,000	17,290 00	-	-	-	-	-	-	-	-	-	-	64,000 00	33,861 80
From 1st Oct. 1821, to 30th Sept. 1822, -	-	8,050 00	60,000	7,513 00	-	-	-	-	-	-	-	-	-	-	60,000 00	15,563 00
From 1st Oct. 1822, to 30th Sept. 1823, -	-	24,150 00	95,000	15,434 02	-	-	-	-	-	-	-	-	-	-	95,000 00	39,584 02
Dollars, - -	120,000	219,714 04	311,000	198,020 70	200,000	9,338 99	800,000	44,679 40	536,052 19	12,720 66	100,000	1,033 37	6,200	1,346 08	2,073,252 19	486,853 24

AUDITOR'S OFFICE, *February* 4, 1824.

JOSEPH JACKSON, *Clerk of Accounts.*

Debt of $350,000, *contracted with the Bank of Virginia, under the acts of 22d February,* 1813, *and 1st February,* 1814.

Date.	Warrants.	Interest paid.	Principal paid.
Dec. 29, 1813,	For interest on $350,000 from 29th Mar. to 29th Dec. 1813, at 6 per cent.	$15,750 00	
June 30, 1814,	Do. 350,000 from 29th Dec. 1813, to 29th Mar. 1814, do -	5,250 00	
	Do. 350,000 from 29th Mar. to 29th June, 1814, at 7 per cent.	6,125 00	
Jan. 7, 1815,	Do. 350,000 from 29th June, to 29th Dec. 1814, do -	12,250 00	
July 14,	Do. 350,000 from 29th Dec. 1814, to 29th Jun. 1815, do -	12,250 00	
Oct. 9,	Do. 350,000 from 29th June, to 29th Sept. 1815, do -	6,125 00	
Jan. 6, 1816,	Do. 350,000 from 29th Sept. to 29th Dec. 1815, do -	6,125 00	
July 24,	Do. 350,000 from 29th Dec. 1815, to 29th June, 1816, do -	12,250 00	
Oct. 3,	Do. 350,000 from 29th June, to 29th Sept. 1816, do -	6,125 00	
Nov. 7,	Do. 25,000 from 29th Sept. 1816, to this date, do -	184 68	
	In payment of twenty-five certificates, at $1,000 each, - -	-	$25,000
Jan. 22, 1817,	For interest on $325,000 from 29th Sept. to 29th Dec, 1816, at 7 per cent.	5,687 50	
May 16,	Do. 173,000 from 29th Dec. 1816, to 29th Mar. 1817, do -	3,027 50	
May 19,	Do. 152,000 do do do -	2,660 00	
July 1,	Do. 2,000 from 29th March, to 29th June, 1817, do -	35 00	
July 5,	Do. 2,000 do do do -	35 00	
July 9,	Do. 313,000 do do do -	5,477 50	
July 11,	Do. 4,000 do do do -	70 00	
Sept. 29,	Do. 313,000 from 29th June, 1817, to 29th Sep. 1817, do -	5,477 50	
Oct. 9,	Do. 2,000 do do do -	35 00	
Oct. 15,	Do. 2,000 do do do -	35 00	
Nov. 26,	Do. 2,000 from 29th Sept. to the 1st instant, do -	12 42	
	In payment of two certificates of $1,000 each, - - -	-	2,000
Feb. 16, 1818,	For interest on $3,000 from 29th Mar. 1817, to 29th Dec. 1817, do -	157 50	
Mar. 16, 1819,	Do. 3,000 from 29th Dec. 1817, to 29th Dec. 1818, do -	210 00	
May 11,	Do. 320,000 from 29th March, 1819, - do -	33,705 00	
Sept. 30,	Do. 320,000 from 29th March, to 29th Sept. 1819, do -	11,200 00	
Nov. 10,	Do. 3,000 from 29th December, 1818, to the 4th instant, -	178 48	
	In payment of three certificates of $1,000 each, - - -	-	3,000
May 1, 1820,	For interest on $30,000 from 29th Sep. 1819, to 4th Nov. 1819, at 7 per ct.	204 16	
	Do. 290,000 from 29th Sep. 1819, to 29th Mar. 1820, do -	10,150 00	
	In payment of thirty certificates of $1,000 each, - - -	-	30,000
Sept. 29,	For interest on $290,000 from 29th Mar. to 29th Sept. 1820, at 7 per cent.	10,150 00	
Nov. 9,	Do. 60,000 from 29th September to this date, do -	471 80	
	In payment of sixty certificates of $1,000 each, - - -	-	60,000
April 27, 1821,	For interest on $230,000 from 29th Sep. 1820, to 29th Mar. 1821, at 7 pr. ct.	8,050 00	
Sept. 29,	Do. 230,000 from 29th March, to 29th Sept. 1821, do -	8,050 00	
May 14, 1822,	Do. 230,000 from 29th Sept. 1821, to 29th Mar. 1822, do -	8,050 00	
Nov. 23,	Do. 230,000 from 29th March, to 29th Sept. 1822, do -	8,050 00	
Mar. 31, 1823,	Do. 230,000 from 29th Sept. 1822, to 29th Mar. 1823, do -	8,050 00	
Sept. 29,	Do. 230,000 from 29th March, to 29th Sept. 1823, do -	8,050 00	
		$219,714 04	$120,000

Debt of $400,000, *contracted with the Farmers' Bank of Virginia, under act of 1st of February,* 1814.

Date.	Warrants.				Interest paid.	Principal paid.
Aug. 6, 1814,	For interest on $400,000 from 4th Feb. to 4th Aug. 1814, at 7 per cent., -				$14,000 00	
Feb. 4, 1815,	Do. 400,000 from 4th Aug. 1814, to 4th Feb. 1815, at 7 per ct.				14,000 00	
August,	Do. 15,000 from 4th Feb. to 4th August, 1815, -			$525 00		
	Do. 20,000	do	do -	700 00		
	Do. 10,000	do	do -	350 00		
	Do. 309,000	do	do -	10,815 00		
					12,390 00	
Aug. 12,	Do. 21,000	do	do -	-	735 00	
Sept. 4,	Do. 1,000	do	do	-	35 00	
Sept. 14,	Do. 8,000	do	do -	-	280 00	
Nov. 11,	Do. 10,000	do	do	-	350 00	
Feb. 5, 1816,	Do. 23,000 from 4th Aug. 1815, to 4th Feb. 1816,			805 00		
	Do. 6,000 from 4th Feb. 1815, to 4th Feb. 1816,			420 00		
	Do. 10,000 from 4th Aug. 1815, to 4th Feb. 1816,			350 00		
	Do. 30,000	do	do -	1,050 00		
	Do. 300,000	do	do -	10,500 00		
					13,125 00	
Feb. 6,	Do. 7,000	do	do -	245 00		
	Do. 13,000	do	do -	455 00		
					700 00	
Feb. 14,	Do. 1,000	do	do -	-	35 00	
Feb. 19,	Do. 10,000	do	do -	-	350 00	
Aug. 5,	Do. 23,000 from 4th Feb. to 4th August 1816, -			805 00		
	Do. 35,000	do	do -	1,225 00		
	Do. 296,000	do	do -	10,360 00		
					12,390 00	
	Do. 10,000	do	do -	-	350 00	
Aug. 9,	Do. 3,000	do	do -	-	105 00	
Aug. 23,	Do. 7,000	do	do -	-	245 00	
Sept. 19,	Do. 13,000	do	do -	-	455 00	

DEBT OF $400,000—Continued.

Date.	Warrants.				Interest paid.	Principal paid.
Oct. 22, 1816,	For interest on	$1,000 from 4th Feb. to 4th Aug. 1816,	-	-	$35 00	
Nov. 4,	Do.	6,000	do	do - $210 00		
	Do.	3,000	do	do - 105 00		
					315 00	
Nov. 7,	Do.	25,000 from 4th August, to this date,		-	452 08	
	In payment of twenty-five certificates of $1,000,			-	-	$25,000
Feb. 5, 1817,	For interest on	$23,000 from 4th Aug. 1816, to 4th Feb. 1817,		-	805 00	
Feb. 6,	Do.	13,000	do	do - 455 00		
	Do.	172,000	do	do - 6,020 00		
					6,475 00	
Feb. 7,	Do.	35,000	do	do - 1,225 00		
	Do.	10,000	do	do - 350 00		
					1,575 00	
Feb. 8,	Do.	99,000	do	do - 3,465 00		
	Do.	6,000	do	do - 210 00		
	Do.	3,000	do	do - 105 00		
					3,780 00	
March 22,	Do.	3,000	do	do - -	105 00	
April 25,	Do.	7,000	do	do - -	245 00	
Aug. 4,	Do.	1,000	do	to 4th August, 1817, - -	70 00	
Aug. 11,	Do.	35,000 from 4th February, 1817,		do - 1,225 00		
	Do.	10,000	do	do - 350 00		
					1,575 00	
Aug. 22,	Do.	6,000	do	do - -	210 00	
Aug. 27,	Do.	13,000	do	do - -	455 00	
Sept. 20,	Do.	1,000 from 4th February, 1816,		do - -	105 00	
Sept. 24,	Do.	278,000 from 4th February, 1817,		do - -	9,730 00	
Oct. 20,	Do.	3,000	do	do - -	105 00	
Nov. 4,	Do.	35,000 from 4th August, 1817, to the 1st instant,		-	597 45	
	In payment of thirty-five certificates of $1,000,			- -	-	35,000
Feb. 4, 1818,	For interest on	1,000 from 4th Feb. 1816, to 4th Feb. 1818,		-	140 00	
Feb. 6,	Do.	13,000 from 4th Aug, 1817, to 4th Feb. 1818,		455 00		
	Do.	10,000	do	do - 350 00		
					805 00	
Feb. 12,	Do.	6,000	do	do - 210 00		
	Do.	3,000 from 4th Feb. 1817,		do - 210 00		
					420 00	
April 1,	Do.	3,000 from 4th August,		do - -	105 00	
April 7,	Do.	1,000	do	do - -	35 00	
May 27,	Do.	1,000 from 4th August to this date,		- -	56 88	
	In payment of one certificate of			- -	-	1,000
July 29,	For interest on $1,000 from 4th Feb. 1816, to the 1st instant,			-	168 25	
	In payment of one certificate of		-	- -	-	1,000
Aug. 27,	For interest on $10,000 from 4th Feb. 1818, to 1st July last,			-	283 90	
	In payment of ten certificates of $1,000,		-	- -	-	10,000
Aug. 31,	In payment of three certificates of $1,000,		-	- -	-	3,000
	For interest on	$3,000 from 4th Feb. 1818, to 1st July, 1818,		84 30		
	Do.	10,000 from 4th Feb. 1818, to 4th Aug. 1818,		350 00		
					434 30	
Sept. 11,	Do.	6,000	do	do - -	210 00	
	Do.	3,000	do	do - -	105 00	
Dec. 5,	In payment of sixty certificates of $1,000,			- -	-	60,000
	For interest on	$60,000 { $23,000 4th Feb. 1817, / $37,000 4th Aug. 1817, }	to 1st Nov. 1818,	-	6,008 32	
Feb. 10, 1819,	Do.	10,000 from 4th Aug. 1818, to 4th Feb. 1819,		350 00		
	Do.	6,000	do	do - 210 00		
					560 00	
March 5,	Do.	1,000 from 4th February, 1818,		do - -	70 00	
May 11,	Do.	241,000 from 4th August, 1817,		do - -	25,305 00	
July 7,	Do.	3,000 from 4th February, 1818,		do - -	210 00	
Aug. 5,	Do.	10,000 from 4th Feb. 1819, to 4th Aug. 1819,		-	350 00	
Sept. 10,	Do.	3,000	do	do - -	105 00	
Sept. 30,	Do.	241,000	do	do - -	8,435 00	
Nov. 6,	In payment of two certificates of $1,000,			- -	-	2,000
	In payment of one certificate of $1,000,			- -	-	1,000
	In payment of ten certificates of $1,000,			- -	-	10,000
	For interest on	$2,000 from 4th Feb. 1819, to 4th Nov. 1819,		105 00		
	Do.	1,000 from 4th Feb. 1818,		do - 122 50		
	Do.	10,000 from 4th August, 1819,		do - 175 00		
					402 50	
Nov. 10,	Do.	1,000 from 4th February, 1819,		do -	52 50	
	In payment of one certificate of $1,000,			- -	-	1,000
Dec. 13,	In payment of three certificates of $1,000,			- -	-	3,000
	For interest on	$3,000 from 4th Aug. 1819, to 4th Nov. 1819,		-	52 50	
May 1, 1820,	Do.	241,000 from 4th Feb. 1819, to 4th Feb. 1820,		8,435 00		
	Do.	3,000 from 4th August, 1818,		do - 204 16		
					8,639 16	
	Do.	3,000	do	do - -	110 84	
Sept. 28,	Do.	244,000 from 4th Feb. 1820, to 4th Aug. 1820,		-	8,540 00	
Oct. 17,	In payment of four certificates of $1,000.			- -	-	4,000
	For interest on	$4,000 from 4th Feb. 1819, to 4th Nov. 1819,		140 00		
	Do.	4,000	do	do - 70 00		
					210 00	
April 30, 1821,	Do.	244,000 from 4th August, 1820, to 4th February, 1821,		-	8,540 00	
Sept. 29,	Do.	244,000 from 4th February, 1820, to 4th August, 1821,		-	8,540 00	

DEBT OF $400,000—Continued.

Date.	Warrants.	Interest paid.	Principal paid.
Feb. 26, 1822,	For interest on $60,000 from 4th August, 1820, to 7th November, 1821, -	$1,073 00	
	In payment of sixty certificates of $1,000, - - -	-	$60,000
May 14,	For interest on $184,000 from 4th August, 1821, to 4th February, 1822, -	6,440 00	
Nov. 23,	In payment of sixty-five certificates of $1,000, - - -	-	65,000
	For interest on $65,000 from 4th Feb. 1822, to 20th November, 1822, -	3,551 52	
	Do. 119,000 from 4th February, 1822, to 4th August, 1822, -	4,165 00	
Mar. 31, 1823,	Do. 119,000 from 4th August, 1822, to 4th February, 1823, -	4,165 00	
April 19,	In payment of thirty certificates of $1,000, - - -	-	30,000
	For interest on $30,000 from 4th February, 1823, to 19th April, 1823, -	437 50	
Sept. 29,	Do. 89,000 from 4th February, 1823, to 4th August, 1823, -	3,115 00	
		$198,020 70	$311,000

Debt of $200,000 *contracted with the Farmers' Bank of Virginia, under an act of* 18*th of November*, 1814, *at seven and a half per cent.*

Date.		Am't received.	Interest paid.	Principal paid.
1814, Nov.	18 Cash received, - - - -	$200,000 00		
1815, Feb.	13 Cash paid to the bank by the Treasurer, - -	-	-	$30,876 02
April	15 Cash paid to the bank by the Treasurer, - -	-	-	15,000 00
May	18 War. for interest to this day, after deducting credit,	-	$6,827 43	
June	15 Paid to the bank, - - - -	-	-	42,123 98
July	15 Paid to the bank, - - - -	-	-	48,000 00
July	25 Paid to the bank, - - - -	-	-	20,000 00
Oct.	20 Paid to the bank, - - - -	-	-	44,000 00
Oct.	21 Warrant in full of interest, - - -	-	2,511 56	
		$200,000 00	$9,338 99	$200,000 00

Debt of $800,000 *contracted with the Farmers' Bank of Virginia, under an act of* 29*th of December*, 1814, *at seven per cent.*

1815, Jan.	1 Cash received, - - - -	$200,000 00		
Jan.	23 Cash received, - - - -	200,000 00		
Feb.	18 Cash received, - - - -	150,000 00		
April	5 Cash received, - - - -	100,000 00		
May	24 Cash received, - - - -	100,000 00		
July	1 Cash received, - - - -	50,000 00		
	Warrant for six months' interest on $200,000, -	-	$7,000 00	
July	25 Warrant for six months' interest on $200,000, -	-	7,000 00	
August	18 Warrant for six months' interest on $150,000, -	-	5,250 00	
October	5 Warrant for six months' interest on $100,000, -	-	3,500 00	
Nov.	11 Paid by the Treasurer, - - - -	-	-	$200,000 00
Nov.	24 Paid by the Treasurer, - - - -	-	-	200,000 00
	Paid by the Treasurer, - - - -	-	-	100,000 00
	Warrant for six months' interest on $100,000, -	-	3,500 00	
Nov.	28 Paid by the Treasurer, - - - -	-	-	80,000 00
1816, Jan.	5 Warrant for interest on $200,000 from 1st of July to the 11th of November, 1815, - - -	-	5,055 55	
Jan.	23 Paid by the Treasurer, - - - -	-	-	20,000 00
Jan.	24 Paid by the Treasurer, - - - -	-	-	60,000 00
	Warrant for interest on $200,000 from the 23d of July to the 20th of November, 1815, - - -	-	4,588 88	
March	2 Paid by the Treasurer, - - - -	-	-	140,000 00
	Warrant in full of interest, - - -	-	8,784 97	
		$800,000 00	$44,679 40	$800,000 00

Debt of $536,052 19, *contracted with the Farmers' Bank of Virginia, under an act of the* 10*th January*, 1815.

Date.		Am't received.	Interest paid.	Principal paid.
1815, July 24	Cash received,	$50,000 00		
Aug. 14	Cash received,	50,000 00		
Oct. 10	Cash received,	50,000 00		
Nov. 22	Cash received,	50,000 00		
Dec. 21	Cash received,	50,000 00		
1816, Jan. 18	Cash received,	50,000 00		
Feb. 8	Cash received,	50,000 00		
Feb. 22	Cash received,	50,000 00		
March 2	Cash received,	36,052 19		
April 1	Cash received,	50,000 00		
May 16	Cash received,	50,000 00		
March 2	Principal paid,	-	-	$36,052 19
May 3	Warrant for interest to the 1st of April, 1816,	-	$8,478 06	
April 6	Principal paid,	-	-	23,424 26
April 23	Principal paid,	-	-	50,615 00
April 24	Principal paid,	-	-	46,000 00
May 11	Principal paid,	-	-	14,952 65
May 17	Principal paid,	-	-	11,963 52
May 21	Principal paid,	-	-	12,028 21
May 22	Principal paid,	-	-	130,000 03
May 27	Principal paid,	-	-	10,000 32
May 30	Principal paid,	-	-	40,000 00
June 4	Principal paid,	-	-	12,279 74
June 13	Principal paid,	-	-	21,000 51
June 17	Principal paid,	-	-	19,169 10
June 25	Principal paid,	-	-	20,314 70
June 26	Principal paid,	-	-	50,000 00
June 29	Principal paid,	-	-	38,251 96
July 30	Warrant in full for interest,	-	4,242 60	
		$536,052 19	$12,720 66	$536,052 19

Debt of $6,200, *contracted with the Literary Fund, under the last mentioned act, at eight per cent.*

1815, Feb. 4	Cash received,	$6,200 00		
July 21	Warrant for one quarter interest to May 4, 1815,	-	$124 00	
1816, March 15	Warrant for three quarters interest to Feb. 4, 1816,	-	372 00	
Oct. 18	Warrant for two quarters interest to Aug. 4, 1816,	-	248 00	
1817, March 3	Warrant for two quarters interest to Feb. 4, 1817,	-	248 00	
Aug. 14	Warrant for two quarters interest to Aug. 4, 1817,	-	248 00	
Nov. 5	Warrant in full of interest,	-	106 08	
Nov. 5	Warrant in payment of certificate for	-	-	$6,200 00
		$6,200 00	$1,346 08	$6,200 00

Debt of $100,000, *contracted with the Farmers' Bank of Virginia, under the last mentioned act.*

1816, July 27	Cash received,	$50,000 00		
Sept. 2	Cash received,	50,000 00		
Sept. 21	Principal paid,	-	-	$10,000 00
Oct. 9	Principal paid,	-	-	15,983 62
Oct. 15	Principal paid,	-	-	10,002 99
Oct. 19	Principal paid,	-	-	23,406 93
Oct. 22	Principal paid,	-	-	16,188 69
Oct. 24	Principal paid,	-	-	23,357 55
Oct. 26	Principal paid,	-	-	1,060 22
Nov. 19	Warrant in full for interest,	-	$1,033 37	
		$100,000 00	$1,033 37	$100,000 00

B.

Statement showing the balances remaining in the treasury of Virginia at the end of each fiscal year, from 1799 *to* 1812, *inclusive.*

TREASURY OFFICE OF VIRGINIA, RICHMOND, *February* 12, 1824.

From an examination of the accounts kept in this department, the following balances appear to have remained in the Treasury office at the termination of each fiscal year, from the 30th of September, 1799, to the 31st of December, 1812, each day inclusive, viz:

On the 30th of September, 1799, the sum of	$109,773 01
On the 30th of September, 1800, the sum of	96,290 63
On the 30th of September, 1801, the sum of	96,722 65
On the 30th of September, 1802, the sum of	87,521 57

On the 30th of September, 1803, the sum of	$161,641 79
On the 30th of September, 1804, the sum of	124,958 98
On the 30th of September, 1805, the sum of	128,700 40
On the 30th of September, 1806, the sum of	122,463 62
On the 30th of September, 1807, the sum of	137,539 88
On the 30th of September, 1808, the sum of	86,822 38
On the 31st of December, 1809, the sum of	141,391 20
On the 31st of December, 1810, the sum of	146,337 10
On the 31st of December, 1811, the sum of	168,214 25
On the 31st of December, 1812, the sum of	212,440 21

JERMAN BAKER,
Treasurer of the Commonwealth of Virginia.

No. 1.

The United States to the Commonwealth of Virginia, Dr.

For interest paid on loans, negotiated to defray such expenses of the late war as have since been acknowledged to be proper charges against the Government of the United States:

Paid to the Bank of Virginia, one year's interest on the loan of $350,000, from 29th March, 1813, to 29th March, 1814, at six per cent.	$21,000 00
Paid on the same claim, interest at the rate of seven per cent. per annum, from 29th March, 1814, to 7th November, 1816, two years seven months and eight days,	63,836 10
Paid on $325,000, (the balance of the $350,000, after deducting $25,000, redeemed on the 7th of November, 1816,) seven per cent. from 7th November, 1816, to 8th December, 1817, one year one month and one day,	24,709 02
Paid to the Farmers' Bank of Virginia, on $86,334 32, part of the loan of $400,000, negotiated under the act of 1st February, 1814, interest at 7 per cent. from 4th February, 1814, to 8th December, 1817, three years ten months four days,	23,233 47
Paid the Farmers' Bank, in 1815, on the loan of $200,000, negotiated under the act of 18th November, 1814, at 7½ per cent.,	9,338 99
Paid the Farmers' Bank, from July, 1815, to March, 1816, on the loan of $800,000, negotiated under the act of 29th December, 1814, at 7 per cent.,	44,679 40
Paid the Farmers' Bank, in May and July, 1816, on $536,052 19, borrowed under the act of 10th January, 1815, at — per cent.,	12,720 66
Paid the Literary Fund, from July, 1815, to November, 1817, on $6,200, borrowed under the last mentioned act, at 8 per cent.,	1,346 08
Paid the Farmers' Bank, in November, 1816, on $100,000, borrowed under last mentioned act,	1,033 37
Paid the Bank of Virginia, on $281,330 01, from the 8th December, 1817, to 17th August, 1818, eight months nine days,	13,621 05
Paid the Bank of Virginia, on $134,830, from 17th August, 1818, to 18th May, 1819, nine months one day, at 7 per cent.,	7,104 79
Paid the same, on $88,315 39, from 18th May, 1819, to 10th March, 1820, nine months twenty-two days, at 7 per cent.,	4,914 35
Paid the same, on $42,710 49, from 10th March, 1820, to 4th May, 1821, one year one month twenty-four days, at 7 per cent.,	3,438 15
Paid the same, on $12,710 49, from 4th May, 1821, to 29th April, 1822, eleven months twenty-five days, at 7 per cent.,	877 38
Paid the same, on $6,841 50, from 29th April, 1822, to 22d January, 1823, eight months twenty-three days, at — per cent.,	349 86
	$232,702 67

Note.—In this statement there is charged to the United States all the interest which accrued up to the 8th December, 1817, on the loans negotiated by this commonwealth during the war, except the interest on $313,665 68, part of the loan of $400,000 made by the Farmers' Bank.

This sum of $313,665 68 is not brought into this account, because it was applied to the payment of the State's quota of the direct tax.

The period of 8th December, 1817, is assumed as the proper period to which to charge *all* the other interest; because, until that time, Virginia was in advance to the United States constantly a greater sum than that for which all the other interest was paid.

Taking the whole sum which has been liquidated and paid by the United States as the criterion of the advances of this commonwealth, it will appear—

That the whole advances were	$1,781,330 01
Of which there were paid, at various times, from November, 1814, to the 8th December, 1817,	1,500,000 00
Leaving then a balance of	281,330 01

This balance being less than the amount of loans on which Virginia has since been paying interest, instead of charging the whole interest paid by her since that period, there is only charged, in this statement, the interest on so much of the loan as is equivalent to the balances remaining due to the commonwealth, from time to time. This will be seen by attending to the manner in which the above balance was extinguished, which is as follows:

1818, August 1, 17, By cash,	146,500 00
	134,830 01
1819, May 18, By cash,	46,514 62
	88,315 39

	Amount brought forward, - -	$88,315 39
1820, March 10,	By cash, - - - - -	45,604 90
		42,710 49
1821, May 4,	By cash, - - - - -	30,000 00
		12,710 49
1822, April 29,	By cash, - - - - -	5,868 99
		6,841 50
1823, January 22,	By cash, - - - - -	6,841 50

No. 2.

Statement showing, from time to time, the amount of moneys borrowed by the Commonwealth of Virginia, during the late war, on which she has been paying interest, exclusive of the $313,665 68, part of the loan of $400,000, applied to the payment of the State's quota of direct tax; also, showing the probable amount of advances by the commonwealth to the United States, at corresponding times.

Date.	Sum borrowed.	Sum refunded.	To or from whom.	Amount bearing interest.	Amount of advances to the United States.
March 29, 1813,	$350,000 00	- -	Bank of Virginia, -	$350,000 00	Between $30,000 00 and 90,900 00
February 4, 1814,	86,334 32	- -	Farmers' Bank, -	436,334 32	About 450,000 00
November 18, "	200,000 00	- -	Farmers' Bank, -	636,334 32	Upwards 800,000 00
Jan. 1 and 23, 1815,	400,000 00	- -	Farmers' Bank, -	1,036,334 32	
February 4, "	6,200 00	- -	Literary Fund, -	1,042,534 32	
February 13, "	- -	30,876 02	Farmers' Bank, -	1,011,658 30	
February 18, "	150,000 00	- -	Farmers' Bank, -	1,261,658 30	
April 5, "	100,000 00				
April 15, "	- -	15,000 00	Farmers' Bank, -	1,246,658 30	
May 24, "	100,000 00	- -	Farmers' Bank, -	1,346,658 30	
June 15, "	- -	42,123 98	Farmers' Bank, -	1,304,534 32	
July 1, "	50,000 00	- -	Farmers' Bank, -	1,354,534 32	
July 15, "	- -	48,000 00	Farmers' Bank, -	1,306,534 32	
July 24, "	50,000 00	- -	Farmer's Bank, -	1,356,534 32	
July 25, "	- -	20,000 00	Farmers' Bank, -	1,336,534 32	From November 4, 1814, to February the 29th, 1816, the advances increased from $813,599 51 to $1,681,330 01.
August 14, "	50,000 00	- -	Farmers' Bank, -	1,436,534 32	
October 10, "	50,000 00				
October 20, "	- -	44,000 00			
November 11, "	- -	200,000 00	Farmers' Bank, -	992,534 32	
November 20, "	- -	200,000 00			
November 22, "	50,000 00	- -	Farmers' Bank, -	1,042,534 32	
November 24, "	- -	100,000 00	Farmers' Bank, -	862,534 32	
November 28, "	- -	80,000 00			
December 21, "	50,000 00	- -	Farmers' Bank, -	912,534 32	
January 18, 1816,	50,000 00	- -	Farmers' Bank, -	962,534 32	
January 23, "	- -	20,000 00	Farmers' Bank, -	882,534 32	
January 24, "	- -	60,000 00			
February 8, "	50,000 00	- -	Farmers' Bank, -	982,534 32	
February 22, "	50,000 00				
March 2, "	- -	176,052 19	Farmers' Bank, -	842,534 32	1,281,330 01
March 2, "	36,052 19	- -			
April 1, "	50,000 00	- -	Farmers' Bank, -	892,534 32	
April 6, "	- -	23,424 86	Farmers' Bank, -	772,495 06	
April 23 & 24, "	- -	96,615 00			
May 11, "	- -	14,952 65	Farmers' Bank, -	757,542 41	
May 16, "	50,000 00	- -	Farmers' Bank, -	807,542 41	
May 17, 21, 22, 27, and 30, "	- -	203,991 73	Farmers' Bank, -	603,550 68	1,081,330 01
June, "	- -	161,015 50	Farmers' Bank, -	442,535 18	
July, "	50,000 00	- -	Farmers' Bank, -	552,535 18	
September, "	50,000 00				
October, "	- -	100,000 00	Farmers' Bank, -	442,535 18	
November 7, "	- -	25,000 00	Farmers' Bank,	392,535 18	731,330 01
November 7, "	- -	25,000 00	Bank of Virginia,		
November 4, 1817,	- -	35,000 00	Farmers' Bank,		
November 5, "	- -	6,200 00	Literary Fund,	349,535 18	481,330 01
November 26, "	- -	2,000 00	Bank of Virginia,		

REMARKS.

The account of this commonwealth against the United States for advances commenced with the war. On the 18th October, 1812, it amounted to $17,751 37; on the 26th February, 1813, to $31,683 09; on the 24th May, 1813, to $94,847 88; on the 14th December, 1813, to $382,141 78; early in February, 1814, to $444,049 56; on the 4th November, 1814, to $913,599 51, subject to a credit of $100,000, paid in Treasury notes; in the end, it amounted to at least $1,781,330 01, that sum having been liquidated and paid at the Treasury of the United States. As the war ended early in 1815, we may suppose that the whole, or nearly the whole, expenditure accrued by the end of that year.—See the annexed statement.

Statement showing the amount of advances by the Commonwealth of Virginia to the United States, at different periods, from the commencement of the late war to the 22d January, 1823.

October 18, 1812,	At this date the whole amount claimed, as per account rendered to the War Department, was - - - - - -	$17,751 37
February 26, 1813,	Whole amount, as per account also rendered to the Department of War, -	31,683 09
May 24, "	Whole amount, as per account then rendered to that Department, -	94,847 88
December 14, "	Whole amount, as stated by the committee of the House of Delegates, in their report of February 11, 1814, page 186 of Journal, - -	382,141 78
February, 1814,	Whole amount, as stated in the abovementioned report, - -	444,049 56
November 4, "	Whole amount, as stated by the Governor in his communication to the Assembly, page 50 of the Journal of 1814–'15, - - - [This amount is subject to a credit of $100,000, paid in Treasury notes, by order of the President, at the earnest solicitation of one of the Executive Council, Dr. Everette.]	913,599 51
December, 1815,	As the war ended in February of this year, we must suppose that most of the advance, subsequently to November 4, 1814, had accrued in the early part of the year 1815, and that the whole, or very nearly the whole, had accrued by the end of that year. The whole sum settled at the War Department, and paid at the Treasury of the United States, being $1,781,330 01, and the only part of that which had been refunded before the end of the year 1815 being the $100,000 in Treasury notes mentioned above, we may set down the whole amount of advance, at this date, at -	1,681,330 01
February 29, 1816,	$150,000 being then paid, leaves - - - - -	1,531,330 01
March 2, "	$250,000 being then paid, leaves - - - - -	1,281,330 01
March 7, "	$200,000 being then paid, leaves - - - - -	1,081,330 01
November 7, "	$350,000 being then paid, leaves - - - - -	731,330 01
May 18, 1817,	$250,000 being then paid, leaves - - - - -	481,330 01
December 8, "	$200,000 being then paid, leaves - - - - -	(a) 281,330 01

(a) This balance extinguished, as appears in the note at the foot of the statement of the interest account.

Amount of moneys refunded by the General Government to the State of Virginia.

November 16, 1814, - - - - - - -	$100,000 00
February 29, 1816, - - - - - - -	150,000 00
March 2, 1816, - - - - - - -	250,000 00
March 7, 1816, - - - - - - -	200,000 00
November 7, 1816, - - - - - - -	350,000 00
May 18, 1817, - - - - - - -	254,000 00
December 8, 1817, - - - - - - -	200,000 00
August 17, 1818, - - - - - - -	146,500 00
May 18, 1819, - - - - - - -	46,514 62
March 10, 1820, - - - - - - -	45,604 90
May 4, 1821, - - - - - - -	30,000 00
April 29, 1822, - - - - - - -	5,868 99
January 22, 1823, - - - - - - -	6,841 50
	$1,781,330 01

Letter from the President of the Bank of Virginia, stating the amount of moneys loaned by that bank to the State.

BANK OF VIRGINIA, *March* 17, 1824.

I hereby certify that the treasurer and auditor of the Commonwealth of Virginia borrowed of this bank, on the 26th of March, 1813, under an act of Assembly, passed on the 22d February preceding, entitled "An act authorizing a loan for the support of Government," the sum of three hundred and fifty thousand dollars, at the rate of *six* per cent. per annum; and that the same sum of $350,000 was reloaned to the commonwealth, at the rate of *seven* per cent. per annum, from the 1st day of February, 1814, under an act of Assembly, passed on the 24th of January, 1814, entitled "An act for extending the charter of the Bank of Virginia, and for other purposes."

JOHN BROCKENBROUGH, *President of the Bank of Virginia.*

Loans made by the Farmers' Bank of Virginia to the Commonwealth of Virginia, from February 14, 1814, *to the end of the year* 1816.

1814, February 21,	Loan under act of Assembly of 1st February, 1814, at 7 per cent., -	$400,000 00
1814, November 19,	Loan under act of Assembly of 18th November, 1814, at 7½ per cent., -	200,000 00
	Loan under act of Assembly of 29th December, 1814, at 7 per cent., paid, from January to July, 1815, per settlement with auditor, - -	800,000 00
	Loan made at 6 per cent., under act of Assembly of 10th January, 1815, authorizing a loan of $1,100,000, advanced, as per settlement with auditor, in the years 1815 and 1816, - - - - -	636,052 19
		$2,036,052 19

The above loans were reimbursed at the following periods:

1815, February,	$30,876 02	
1815, April,	15,000 00	
1815, June,	42,123 98	
1815, July,	68,000 00	
1815, October,	44,000 00	
		$200,000 00
1815, November,	580,000 00	
1816, January,	80,000 00	
1816, March,	140,000 00	
		800,000 00
1816, March,	36,052 19	
1816, April,	120,039 26	
1816, May,	218,944 73	
1816, June,	161,016 01	
1816, September,	10,000 00	
1816, October,	90,000 00	
		636,052 19

The stock for the loan of $400,000 was sold by the bank before any part of it was redeemed by the State.

FARMERS' BANK OF VIRGINIA, *March* 19, 1824.

WM. NEKERVIS, *Cashier.*

SIR: WASHINGTON, *April* 2, 1824.

In the character of a visiter of the University of Virginia, I beg leave to submit to your consideration a few remarks on a subject in which that institution is deeply interested. I allude to the unsatisfied balance still due to the State of Virginia on account of advances made by that State to the Government of the United States during the prosecution of the late war.

The Legislature of Virginia, at the session recently terminated, passed an act, whereby it appropriated, for the purpose of procuring the requisite library and apparatus for the university of the State, the sum of fifty thousand dollars, to be paid out of the first moneys which might be received from the General Government in further discharge of the debt still due to the commonwealth. The visiters of the university are required by law to assemble on the first Monday in April; and one of the first objects of the meeting is to make such preliminary arrangements as may be necessary for procuring suitable professors, and for putting the institution into speedy and successful operation. The importance of the appropriation recently conferred by the Legislature of Virginia, in the dawn of such an establishment, is too apparent to require the support of argument, or the aid of elucidation. Suffice it to say, that it is calculated to excite feelings of the most heartfelt interest among all the friends of science and literature; and to none can it be an object of more lively solicitude than the distinguished individuals with whom I have the honor to be associated at the board of visiters.

By the act to which we are indebted for this beneficent appropriation, it is provided that, so soon as satisfactory assurances shall reach the board of public works in Virginia that the claim of the State on the Government of the United States will ultimately be available to the amount of the appropriation, that board will have authority to anticipate the payment, by lending to the rector and visiters of the university an equivalent amount out of a fund set apart in that State, and consecrated to the purposes of internal improvement.

You must be sensible, sir, that, next to a successful issue, nothing can be more desirable than a prompt decision of this interesting question. I am not informed as to the degree of evidence which will be satisfactory to the board of public works in Virginia with regard to the ultimate validity of the claim. I take it for granted, however, that a decision of one branch of the General Government in favor of the justice of the claim, and the want of nothing but an act of appropriation by another department of that Government, will be sufficient to satisfy that board that there is no necessity to postpone the loan at the expense of the best and dearest interests of Virginia. It is not to be presumed that the requisite appropriation will not be made, by the Congress of the United States, to satisfy any fair claim on the justice and good faith of the Federal Government.

My object, therefore, sir, is to invite your attention to this subject with as little delay as your convenience will permit; and, pending the unavoidable delays of legislation, to procure from you such an expression of opinion on the merits of our claim as will satisfy the board of public works in Virginia that it will ultimately be established to an amount sufficient to fulfil the appropriation recently made to the University of Virginia.

It is proper that I should state, on the threshold, for your information, that I have no authority to make the present application, expressly delegated to me by the board of visiters of the university; nevertheless, I am so thoroughly persuaded that, in so doing, I shall be acting in conformity to the sentiments and views of all its members, that I do not hesitate to take upon myself the responsibility of the measure.

The merits of the claim of Virginia, accompanied by a statement of its present amount, and its details, will probably be presented to your view, through the regular organs of the State, with a degree of force and clearness infinitely beyond any thing which I can say upon the subject. Yet, as the question of its ultimate validity is one on which now mainly depends the prosperity of a most beneficent institution, whose interests are partly confided to my care, I trust, sir, that I may venture, without the appearance of officious arrogance, to suggest such arguments as occur to my recollection, in behalf of this claim, tending to recommend it to a favorable reception on the part of the Government of the Union.

You are aware, sir, that, with the exception of a small sum of principal, still suspended for the want of regular vouchers, the existing claim of Virginia is a claim for interest on the sums advanced to the General Government by the State for and on account of expenditures incurred in its necessary defence during the progress of the late war. What proportion of this claim consists of interest actually paid by the State on loans negotiated to defray the expenses of the war, I am not exactly informed; but, as I know that the amount is more than sufficient to satisfy the appropriation to the university, and as I consider this part of the claim as standing on higher ground than the residue, I would wish you to regard it as the exclusive subject of my present application.

It appears, then, from the present state of the claim, that the success of the appropriation to the University of Virginia depends essentially on the recognition by this Government of the principle that, in certain cases, it is

bound to refund the interest paid for moneys borrowed and expended for its benefit and accommodation, without previous authority expressly given by the Government.

To this principle I understand there are two objections:

First. It is alleged to be contrary to the established usage of the Government.

Secondly. The usage is believed to be founded in good policy.

First. In regard to the usage of the Government, I beg leave to remark, that it is not a usage to which the Government has uniformly and invariably adhered. Probably, upon investigation, it would appear that there had been several exceptions. Permit me to invite your attention to some exceptions, which, if I am not incorrectly informed, took place in regard to certain western contractors during the period of time that the present Secretary of the Treasury superintended the Department of War. Whether the rule be or be not founded in good policy, it would seem, therefore, that there are cases of departure warranted, in the opinion of the Government, by the existing laws of the United States.

Secondly. The usage, it is alleged, is founded in good policy, and ought not to be changed. I have sought for information as to the reasons on which this usage is bottomed; and I understand that the principal, if not the only reason, is, that the Government of the United States is supposed to be at all times ready to meet its engagements; and that the payment of interest would furnish an inducement to the public creditors to hold up their claims, and thereby prevent the timely liquidation of accounts, and the regular discharge of the public debts.

It is not my purpose, sir, to discuss the merits of the usage as a general system of policy; nor to attempt to disprove the general verity and soundness of the reason by which it is supposed to be justified and supported. My object does not require it; and I would not presumptuously intrude upon discussions not necessarily connected with my subject. My purpose simply is to endeavor to demonstrate, to your satisfaction, that the reason alleged in support of the existing usage of the Government does not apply to the claim of Virginia; and, consequently, that this claim constitutes a fit subject for an exception to the rule.

There are, sir, various grounds on which I could contend that the prevailing usage of the Department of War should not be applied to the claim of Virginia for a reimbursement of the interest actually paid by the State. But the one on which I propose now to rely is, that of the liberal conduct of Virginia towards the Government of the United States, from the commencement to the conclusion of the war.

I shall not pretend, sir, to enter into a comprehensive and complete history of the situation and conduct of the State of Virginia, throughout the period to which I allude. This subject, in its outline, and most of its details, is already known, and in the possession of the Government. That part of the conduct of the State to which I wish particularly to draw your attention is the course pursued by the General Assembly on the subject of the advances to the General Government, and more especially in regard to the very interest which forms the basis of my present application. There are some circumstances connected with the latter branch of the subject which bear, in my opinion, with direct and peculiar force on the question now under consideration.

The liberal spirit towards the Government of the Union which was always felt and uniformly displayed by the General Assembly of Virginia, will be best illustrated by reference to some conspicuous and forcible examples.

One of these took place at the close of the session of 1813–'14.

What, at that time, was the situation of Virginia?

Upwards of a year had elapsed since the enemy's fleet had entered the Chesapeake. Our commerce was cut off; our agriculture benumbed; our resources, both public and private, greatly curtailed. A powerful British squadron rode triumphant in our waters. Our maritime towns were threatened with conflagration. The slave population were instigated to rebellion. In despite of the exertions of a vigilant Executive and a brave militia, ever ready to meet the foe, the enemy having command of our waters, and choosing his points of attack, invaded our shores, and extended his ravages along the extensive line of our eastern borders. It was the avowed object of the enemy to make Virginia feel the worst effects of a war of which she had been one of the earliest, most steadfast, and decided advocates. Harassed by difficulties, foreign and domestic, the Government of the United States was unable to fulfil its own patriotic intentions, and to meet the exigencies of an extended empire. True to herself, and faithful to the Union, the State of Virginia, from the first moment of invasion, put forth her resources with a liberal and unsparing hand. From the most remote extremities of her territory, her citizens marched at the call of the law, to the defence of any and of every part of this extensive empire. In addition to the ordinary expenses of her Government, the State, by taxes and by loans, augmented her military contingent fund, and on all occasions was ready to anticipate or to support the Government of the Union. The experience of the past, and the prospect of the future, equally pointed to the policy of husbanding her peculiar resources, and of providing, by every possible expedient, for the defence of her maritime borders against a powerful enemy, during a war of indefinite continuance.

This rapid sketch will suffice to recall to your view the position of the State of Virginia at the close of the winter of 1814.

In such a situation, the financial relations of the State filled with inquietude the minds of some of her most respectable citizens. The abortive attempts theretofore made, through the executive branch of the Government, for the purpose of effecting an adjustment of our account, produced, as was admitted by all, from a want of neither zeal nor ability in the agency which had been employed, gave rise to the idea of enlisting the weight and authority of the General Assembly of Virginia on the side of an immediate settlement and discharge of the debt.

From these considerations the accompanying preamble and resolutions, presenting a lucid view of the claims of the State, and authorizing the appointment of commissioners, and convenient and accommodating terms of payment, were introduced into the House of Delegates by a distinguished member of the body, passed unanimously, and sent up to the Senate.

In an animated and protracted debate which arose in the Senate on this occasion, all the bearings of the proposed resolutions, as well upon the interests of the State of Virginia as upon those of the Government of the United States, were fully developed to the view of the body. They were advocated upon the ground that such a settlement and such terms of payment as those which were authorized by these resolutions were necessary to the State, and would be advantageous to both the Governments. They were opposed upon the ground that, although the terms of payment were accommodating to the Government of the United States, and reimbursement was desirable to the State, yet the measure, for various reasons, was not necessary, and might be productive of inconvenience to the General Government.

On this occasion, the question of interest upon our advances to the General Government was brought distinctly into view. And although it was contended, on the side of the advocates of the measure, that the apprehensions entertained of the hostile aspect under which it would exhibit the General Assembly of Virginia, in its relations to the General Government, were not justified by its character or tendency; and although it was attempted to be shown that the fears were visionary which were suggested as to the inconvenience that a demand of the interest might bring upon that Government, nevertheless, views of a very opposite description were zealously and confi-

dently expressed by those members of the Senate who rose on the side of the opposition. It was stated most earnestly, by the opponents of the measure, among many other arguments, "that it would have the aspect of arraying the State of Virginia against the General Government, which would produce an injurious impression in the other States and on the enemy; that a distinction ought to be drawn between the ultimate security of our claim and its immediate discharge; that we should, by moving at this time, move all the creditor States, whose claims might not be as small as they were represented; that, although Virginia might be willing to take stock, the other States might insist on immediate payment in full; that, even if they should be willing to take stock, the necessity of providing for the interest, *at the existing crisis*, might embarrass the General Government, or call for additional taxes, or affect the success of the loan of $25,000,000; that our peace establishment and the interest of the public debt already amounted to $12,000,000, and our revenue only to $10,000,000; that the revenue, on the side of the customs, would fall off, while the internal revenue could not be augmented without difficulty; and *that the amount of our claim had been funded, and there was no necessity, at this time, to press for payment on the General Government.*"

In despite of all the efforts of eloquence and of argument, the preamble and resolutions were rejected in the Senate. The subject attracted considerable attention at the time; and that the grounds here stated were mainly relied upon by the majority of the Senate, reference might be had, if necessary, to the author of the resolutions, now a distinguished member of the House of Representatives, and to the Attorney General of the United States.

In the present prosperous state of the national finances, it is difficult to conceive the state of things which could justify such a course of argument and such vindication. Nevertheless, the history of the times will furnish the defence of the Senate.

Having been a member at this period, and having participated in the rejection of this measure, I have a right to know the motives by which we were governed; and I can confidently affirm that, whatever may be the opinion now entertained of the direction then given to the fiscal concerns of the State, the spirit which guided our deliberations was no other than an affectionate and respectful solicitude for the financial credit of the Union, an anxious desire to avoid every possible appearance of distrust or apprehension on the part of the Legislature of Virginia, and a firm determination to support the National Government to the utmost extent of our ability; never doubting for a moment but that, at the first period of convenience, all our accounts would be fairly settled, and all our advances of principal and of interest would be amply and honorably reimbursed.

We were aware, sir, it is true, that the Executive of the State had sent, and might again send, forward agents to liquidate the accounts, and that our delegation in Congress would not forget the peculiar interests of the State which they represented; nevertheless, we were equally sensible that, in communicating through the ordinary channels of executive agency, the important point—*the time of reimbursement*—would more completely lie at the discretion of the Government; and that our delegation in Congress, constituting as they did a part of the National Legislature, could not and would not, by any indiscreet or untimely movement, cripple the credit of the Federal Government, and thereby impair its ability to sustain the war, to the declaration of which they had themselves been mainly instrumental.

Permit me now, sir, to request your attention to that part of the claim of Virginia which is founded on a loan made by the Executive of the State in the month of September, 1814, and subsequently sanctioned by the General Assembly. It would seem to me that the interest paid by the State on the loan which was then negotiated, fastens itself with irresistible force on the justice and good faith of the Government of the Union. The very impressive circumstances under which this loan was effected deserve well to be recalled to your recollection.

The metropolis of the Union had just fallen under the arm of the invader, and the capitol of the nation had been wrapped in flames. Flushed with victory, and exulting in the trophies recently won at our expense, the British army was descending to the Chesapeake, and threatened to strike at the metropolis of Virginia. The crisis called for vigorous measures. With a promptitude and energy demanded by the occasion, the Governor of Virginia called upon the people of the State to rally to his standard and meet the expected invaders. An increasing army was rapidly thrown between the metropolis of Virginia and the shores of the Chesapeake. On the 1st September, 1814, this impressive letter is sent to the Governor of Virginia by Mr. Monroe, then Secretary of War:

"The enemy have embarked on board their vessels on the Patuxent, and will, as I presume, in execution of their desolating system, proceed immediately to some other of our principal towns. Norfolk is known to be one on which they have fixed their attention. Baltimore and Richmond are others: against which they will move in the first instance will not be known until they land their men in a marked direction towards it. Be on your guard, prepared at every point, and in all circumstances, to repel the invaders."

Was it possible for the Federal Government to make a more powerful call upon the forces of the State? Had the Governor of Virginia turned a deaf ear to a warning like this, would he not have acted the part of a traitor? At a crisis like this our State treasury is exhausted, not even a dollar remaining. The United States are unable to furnish either supplies or money to meet the crying emergencies of the moment; funds must be obtained, or the forces disbanded, and the country thrown open to the invader.

It was in this embarrassed situation that I found the Governor of Virginia in my first interview with him after my arrival at his head-quarters. Unfolding to me the dangers of the State, and pointing my attention to the Secretary's letter, he requested my co-operation, as a member of the Senate, in procuring the funds indispensably necessary to prevent the disbandment of the army. In compliance with his wishes, I waited on the principal stockholders of the Farmers' Bank of Virginia, and, in the preliminary explanations which I made in conformity to his instructions, I relied on the contents of the letter recently received from the Secretary of War. A loan of about $200,000 was subsequently effected through the regular organs of the State; and the bank requiring the individual responsibility of the then Governor and Treasurer of the State, those officers did not hesitate at the condition demanded, relying for indemnity on the justice and magnanimity of their country. The Legislature of Virginia, at its ensuing session, proceeded with promptitude to assume the responsibility of the debt; and the interest which was paid to the bank for money thus borrowed, as I may say, at the instance of this Government, constitutes a part of the claim of Virginia now submitted to your consideration.

Suffer me now, sir, to invite your attention to the financial services of Virginia in the memorable winter of 1814–'15. This was a period calculated to test the loyalty of the State to the Government of the Union. We then contended single-handed against a powerful foe; his fleets covered the Chesapeake; his canvass whitened on all the rivers of Virginia. Strengthened by victorious legions from the continent of Europe, the enemy waged a savage warfare throughout the line of our eastern frontier. Now spread out into predatory bands, he wasted the shores of the Chesapeake, and steered his course on the midnight wave by the light of our flaming habitations. Next, concentrating his forces, he threatened the interior of the State, and menaced our principal towns and fortified positions. A brave militia, whose ranks had been recently thinned by the sultry suns of summer, next were wasted by marches and countermarches through the floods of autumn and through the snows of winter. The second year now hastened to its term since the British fleet had entered the Chesapeake; and now

the war seemed but just beginning, with every prospect of indefinite duration. That I do not charge the picture with fictitious colors, I appeal in my justification to your own candid recollections.

As this critical stage of the contest, what was the situation of your military chest in Virginia? There were periods at which it was totally exhausted. Even the most inconsiderable claims were unavoidably postponed for want of money by the regular and authorized agents of your Government. Instances fell under my own observation.

What, permit me to ask, was the spirit which at this time reigned in the General Assembly of Virginia, that leading branch of our Government, at once the index to the feelings of the people and the organ of its will? Did it murmur at the unequal pressure of the war, or of the want of adequate protection, or of the amount of its advances? Did it forfeit its pledges, or abandon its loyalty, or waver in its counsels, or oscillate in its course? Did it require the reimbursement of the million in arrears, or demand guarantees against unequal burdens for the future? Turn, I beseech you, to its records, and once more examine its course. No, sir, our coffers were still open to you, and our advances still continued. When your funds fell short, we hastened to supply the deficiency. Wherever you appeared weak, we endeavored to add to your strength; wherever you seemed naked, we sought to draw a veil over your infirmities, and to hide them from the eyes of the enemy. To insure the defence to which we were clearly entitled, we again and again went into the market and borrowed money, and funded the debts and paid the interest, until finally, at the close of the contest, the amount of our advances fell but little short of $2,000,000. All descriptions of politicians, both Houses of Assembly, all departments of the Government, enlightened citizens throughout the State, all mingled in joint counsels to devise the best means to supply the funds necessary to sustain the army and to maintain the war. The barrier between the two Governments appeared for the time to be prostrate. One common treasury seemed to exist between us.

In the midst of advances so heavy, and so well calculated to test the genuine feelings of the State, the General Assembly of Virginia continued to hold, to the last hour of the contest, this course of generous confidence, of delicate forbearance, of exalted devotion; turning a deaf ear to every proposition, however demanded by all the suggestions of ordinary prudence, which might be calculated in the most distant manner to draw into question the very amicable and liberal relations that always existed between the two Governments. As far, sir, as my recollection serves me, (for I write from memory, and without access or reference to all the documents on this subject,) it was not till some time after the storm was over, and your financial troubles at an end, that it adopted any resolutions whatsoever on this subject of its advances.

And I think myself warranted in declaring, that nothing could have been more grateful to the feelings of the people of Virginia than to discover in the event how completely their confidence was justified. It was, I assure you, with the most cordial satisfaction that we received from the present Attorney General of the United States his statement of the very impressive manner in which he was met by the present Secretary of the Treasury, under the auspices of the whole cabinet at Washington. With a promptitude and decision which did honor to the Government, the whole amount of our principal debt (with the exception of a small part not supported by proper vouchers) was unhesitatingly allowed and immediately discharged. The impression made in the State of Virginia was, I assure you, of the most pleasing and durable character, equally honorable, in my humble estimation, to both the parties concerned.

Nor has any thing yet occurred on the subject of our interest-claim to shake my convictions that it must and will eventually meet with the same liberal reception. This part of the claim, if I am not under a misapprehension, is now for the first time brought, in regular form, before the Government; and perhaps this furnishes the reason why its concomitant circumstances should heretofore have commanded so little of the public attention.

Having been a member of the General Assembly of Virginia throughout the period of the late war, I think myself well informed of the genius of its counsels and the spirit of its measures. Lest, however, I might labor under a delusion, I have made it my business to call on a distinguished member of the Senate, and one of the House of Representatives, from Virginia, who bore a conspicuous part in the transactions of the times, and have ascertained that they unite with me in these recollections, and concur in the views which I now present to you.

Having requested your decision on this interesting question, I have considered this narrative due to the character of Virginia and the justice of the Union.

I have the honor, sir, to be, with the highest consideration, your obedient servant,

JOSEPH C. CABELL.

JAMES MONROE, *President of the United States.*

18th CONGRESS.] No. 262. [2d SESSION.

CONDITION OF THE MILITARY ESTABLISHMENT AND THE FORTIFICATIONS.

COMMUNICATED TO CONGRESS, BY THE PRESIDENT OF THE UNITED STATES, DECEMBER 7, 1824.

SIR: DEPARTMENT OF WAR, *December* 3, 1824.

In compliance with your directions, I herewith transmit reports from the various branches of the military establishment, lettered from A to K, which contain a full statement of the administration of that portion of the public service which is confided to the Department of War. The reports afford satisfactory evidence that a high degree of excellence has been attained in the administration of the different branches of the Department. Not an instance of defalcation or loss has thus far occurred, and there is every reason to believe that the disbursements of the year will be made without the loss of a cent to the Government. The accounts have already been rendered for nearly all the money which has been drawn from the Treasury in the first three quarters of the year, on account of the army, fortifications, ordnance, and Indian affairs; and it is anticipated, with confidence, that the accounts of the whole of the disbursements of these quarters will be rendered before the termination of the year. The old un-

settled accounts of the Department, which, at the commencement of the present administration, amounted to $45,111,123, have been reduced to $3,136,991; and further accumulation is effectually prevented in the Department, by strict fidelity and punctuality in expenditure and settlement of accounts.

In order to improve the discipline of the artillery, eleven companies have been collected at Fortress Monroe, at Old Point Comfort, which have been formed into a corps as a school of practice for the artillery. The dispersed condition of the artillery rendered the measure necessary to the improvement of its discipline. By passing the whole corps, in succession, through the school, a degree of perfection will be given to the discipline of the artillery, nearly, if not quite, equal to that which could be attained, were it practicable to collect it into one body, instead of being dispersed, as it is, in garrisons in the different fortresses along the whole line of the coast. To carry the arrangement into full effect will require the aid of Congress. An appropriation, in particular, will be necessary to furnish horses for instruction in the light artillery exercise, which may be also used in instructing the cavalry drill; a branch of service in which the army is now without skill or instruction.

A board of officers has been constituted to revise the book of field exercise and manœuvres of infantry, which was adopted at the close of the late war, in order to a new and more correct edition, and to adapt it, as far as practicable, to the service of militia. It is proposed, also, to add to it a system of light infantry and cavalry drill, and to correct and enlarge the military rules and regulations, so as to render them as perfect as is practicable with our present experience.

The organization of the Indian Department has been much improved in the course of the year; the beneficial effects of which are already apparent in its improved administration.

The hostilities of the remote tribes on the Missouri still continue, and have extended in some degree to those on the Upper Missouri and the upper lakes. The continued hostility among the various tribes themselves in that quarter, it is believed, has contributed, in no small degree, to the murder of our citizens and depredations on their property which have occurred; and measures have been taken to effect, if possible, a general pacification among them.

The season was too far advanced, when the act passed, to carry into effect the intention of Congress in authorizing treaties to be held with the remote tribes on the Missouri, by commissioners to be appointed by the President, and to be accompanied by a military escort. The commissioners have, however, been appointed, (General Atkinson and Major O'Fallon, the agent on the Missouri,) and measures adopted to carry the provisions of the act into effect as soon in the spring as the season will admit. It is believed that much good will result from the measure, by giving increased security to our citizens and trade in that remote region; but it is feared that nothing short of permanent military posts will afford complete security to either.

The appropriation of the sum of $10,000, annually, for the civilization of the Indians, is producing very beneficial effects, by improving the condition of the various tribes in our neighborhood. Already thirty-two schools are established in the Indian nations, and for the most part are well conducted, in which, during the present year, nine hundred and sixteen youths of both sexes have been instructed in reading, writing, arithmetic, and all of the ordinary occupations of life. So large a body of well instructed youths, of whom several hundred will annually return to their homes, cannot fail to effect a beneficial change in the condition of this unhappy race.

The acts making appropriation for the repairs of Plymouth beach, the improvement of the entrance into the harbor of Presque Isle, on Lake Erie, and of the navigation of the Ohio and Mississippi, claimed the early attention of the Department. The execution of the first two of these works was placed under the superintendence of officers of the corps of engineers. The first is nearly completed, and preparatory arrangements have been made for the early execution of the second. An officer, also of the corps, was assigned to the execution of the act for the improvement of the navigation of the Ohio, so far as it authorized an experiment to be made in removing the sandbars which obstructed the navigation of that river. The officer was prepared to make the experiment, but the river remained too full during the fall for a fair trial. Under the other provisions of the act, directing measures to be taken to remove the snags, sawyers, and planters which obstruct the navigation of the Ohio and Mississippi, a contract has been formed with a gentleman experienced in their navigation, to free both of those rivers from all such obstructions, in conformity with the provisions of the act, for the sum of $60,000, to be paid on the execution of the work. In the contract, it is stipulated that it shall be executed under the superintendence and inspection of an officer of the corps of engineers.

In order to carry into effect the act of Congress of the 30th April last, authorizing the President "to cause the necessary surveys, plans, and estimates to be made of the routes of such roads and canals as he may deem of national importance in a commercial or military point of view, or necessary to the transportation of the public mails," a board was constituted, consisting of General Bernard and Colonel Totten, of the engineer corps, and John L. Sullivan, an experienced civil engineer. It became necessary, in giving orders to the board, under the act, to determine what routes for roads and canals were of "national importance," in the views contemplated by the act, as such only as the President might deem to be of that description were authorized to be examined and surveyed. In deciding this point, it became necessary to advert to our political system in its distribution of powers and duties between the General and State Governments. In thus regarding our system, it was conceived that all of those routes of roads and canals which might be fairly considered as falling within the province of any particular State, however useful they might be in a commercial or political view, or to the transportation of the mail, were excluded from the provisions of the act. The States have important duties to perform, in facilitating, by means of roads and canals, commercial and political intercourse among their citizens; and within the spheres of these duties, they are more competent to act than the General Government; and there can be no rational doubt but that, as the population and capital of the several States increase, these powerful means of developing their resources will receive from their respective Legislatures due attention. But, as numerous as this class of improvement is, and important as it may be to the General Government, in the discharge of the various duties confided by the constitution to it, there are other improvements not comprehended in it, of a more general character, which are more essentially connected with the performance of its duties, while they are less intimately connected with those belonging to the State Governments, and less within their power of execution. It is believed that this class, and this only, was comprehended in the provisions of the act. In projecting the surveys in this view of the subject, the whole Union must be considered as one, and the attention directed, not to those roads and canals which may facilitate intercourse between parts of the same State, but to those which may bind all of the parts together, and the whole with the centre; thereby facilitating commerce and intercourse among the States, and enabling the Government to disseminate promptly, through the mail, information to every part, and to extend protection to the whole. By extending those principles, the line of communication by roads and canals, through the States, the General Government, instead of interfering with the State Governments within their proper spheres of action, will afford (particularly to those States situated in the interior) the only means of perfecting improvements of a similar description which properly belong to them.

These principles being fixed, it only remained to apply them to our actual geographical position, to determine what particular routes were of "national importance," and which, accordingly, the board should be directed to examine, in order to cause surveys, plans, and estimates to be prepared, as directed by the act.

The first and most important was conceived to be the route for a canal extending from the seat of Government, by the Potomac, to the Ohio river, and thence to Lake Erie; and, accordingly, as soon as the board was organized, it was ordered to examine and cause this important route to be surveyed. Doctor William Howard and Mr. James Shriver, both of whom were well acquainted with the localities of the route, were associated as assistants with the board. Two topographical brigades (all that could be spared from the survey of the coast, for the purpose of fortification,) and one brigade of surveyors, under Mr. Shriver, were placed under the orders of the board.

The examination of the route was completed in September; but the survey will not be finished till the next season. That part of it, however, which is most interesting, the section of the summit-level of the Allegany, including its eastern slope, is completed, which, it is hoped, will enable the board to determine, during the present winter, on the practicability of the project. Should it prove practicable, its execution would be of incalculable advantage to the country. It would bind together, by the strongest bond of common interest and security, a very large portion of this Union; but, in order fully to realize its "importance in a national point of view," it will be necessary to advert to some of the more striking geographical features of our country.

The United States may be considered, in a geographical point of view, as consisting of three distinct parts; of which the portion extending along the shores of the Atlantic, and back to the Allegany mountains, constitutes one; that lying on the lakes and the St. Lawrence another; and that watered by the Mississippi, including its various branches, the other. These several portions are very distinctly marked by well defined lines, and have naturally but little connexion, particularly in a commercial point of view. It is only by artificial means of communication that this natural separation can be overcome; to effect which much has already been done. The great canal of New York firmly unites the country of the lakes with the Atlantic, through the channel of the North river; and the national road from Cumberland to Wheeling, commenced under the administration of Mr. Jefferson, unites, but more imperfectly, the Western with the Atlantic States. But the complete union of these separate parts, which geographically constitute our country, can only be effected by the completion of the projected canal to the Ohio and Lake Erie, by means of which the country lying on the lakes will be firmly united to that on the Western waters, and both with the Atlantic States, and the whole intimately connected with the centre. These considerations, of themselves, without taking into view others, fairly bring this great work within the provisions of the act directing the surveys; but when we extend our views, and consider the Ohio and the Mississippi, with its great branches, but as a prolongation of the canal, it must be admitted to be not only of national importance, but of the very highest national importance, in a commercial, military, and political point of view. Thus considered, it involves the completion of the improvements of the navigation of both of these rivers, which has been commenced under the appropriation of the last session of Congress; and also canals round the falls of the Ohio at Louisville, and Muscle shoals on the Tennessee river; both of which, it is believed, can be executed at a moderate expense. With these improvements, the projected canal would not only unite the three great sections of the country together, as has been pointed out, but would also unite, in the most intimate manner, all of the States on the lakes and the Western waters among themselves, and give complete effect to whatever improvement may be made by those States individually. The advantages, in fact, from the completion of this single work, as proposed, would be so extended and ramified throughout these great divisions of our country, already containing so large a portion of our population, and destined, in a few generations, to outnumber the most populous States of Europe, as to leave in that quarter no other work for the execution of the General Government, excepting only the extension of Cumberland road from Wheeling to St. Louis, which is also conceived to be of "national importance."

The route which is deemed next in importance, in a national point of view, is the one extending through the entire tier of the Atlantic States, including those on the Gulf of Mexico. By adverting to the division of our country, through which this route must pass, it will be seen that there is a striking difference in geographical features between the portions which extend south and north of the seat of Government, including the Chesapeake bay, with its various arms, in the latter division. In the northern part of the division, all of the great rivers terminate in deep and bold navigable estuaries, while an opposite character distinguishes the mouths of the rivers in the other. This difference gives greater advantage to improvement by canal in the northern, and less in the southern division. In the former it is conceived to be of high national importance to unite its deep and capacious bays by a series of canals; and the board was accordingly instructed to examine the routes for canals between the Delaware and the Raritan, between Barnstable and Buzzard's bays, and Boston harbor and Narraganset bay. The execution of the very important link in this line of communication between the Delaware and the Chesapeake, having been already commenced, was not comprehended in the order. These orders will be executed by the board before the termination of the season. The important results which would follow from the completion of this chain, in a commercial, military, and political point of view, are so striking, that they need not be dwelt on. It would, at all times, in peace and war, afford a prompt, cheap, and safe communication between all of the States north of the seat of Government, and greatly facilitate their communication with the centre of the Union. The States of New Hampshire and Maine, though lying beyond the point where these improvements would terminate, would not, on that account, less participate in the advantages, as they are no less interested than Massachusetts herself in avoiding the long and dangerous passage round Cape Cod, which would be effected by the union of Barnstable with Buzzard's bay.

In the section lying south of this, none of these advantages for communication by canals exist. A line of inland navigation extends, it is true, along nearly the whole line of coast, which is susceptible of improvement, and may be rendered highly serviceable, particularly in war, and on that account may be fairly considered of "national importance." The Dismal Swamp canal, from the Chesapeake bay to Albemarle sound, which is nearly completed, constitutes a very important link in this navigation. But it is conceived that, for the southern division of our country, the improvement which would best effect the views of Congress would be a durable road, extending from the seat of Government to New Orleans, through the Atlantic States; and the board will accordingly receive instructions to examine the route as soon as the next season will permit.

The completion of this work, and the line of canals to the north, would unite the several Atlantic States, including those on the Gulf, in a strong bond of union, and connect the whole with the centre, which would also be united, as has been shown, with those on the lakes and Western waters, by the improvement projected in that quarter.

These three great works, then, the canal to Ohio and Lake Erie, with the improvement of the navigation of the Ohio, Mississippi, and the canal round the Muscle shoals; the series of canals connecting the bays north of the seat of Government, and a durable road extending from the seat of Government to New Orleans, uniting the whole of the Southern Atlantic States, are conceived to be the most important objects within the provisions of the act of the last session. The beneficial effects which would flow from such a system of improvement would extend directly and immediately to every State in the Union; and the expenditure that would be required for its completion would bear a fair proportion to the wealth and population of the several sections of the country—at least as they will stand a few years hence. When completed, it would greatly facilitate commerce and intercourse among the States, while it would afford

to the Government the means of transmitting information through the mail promptly to every part, and of giving effectual protection to every portion of our widely extended country.

There are several other routes which, though not essential to the system, are deemed of great importance in a commercial and military point of view, and which the board will receive instructions to examine. Among these, the most prominent is the connexion, wherever it may prove practicable, of the Eastern and Western waters, through the principal rivers discharging themselves into the Atlantic and the Gulf of Mexico; for example, the Alabama and Savannah rivers with the Tennessee, James river with the Kenhawa, and the Susquehannah with the Allegany; which last will be more particularly adverted to in a subsequent part of the report. To these we may add, the route from Lake Champlain to the St. Lawrence, and from the river St. John, across Florida Neck, to the Gulf of Mexico. They are both deemed important; but the latter particularly so. Should it prove practicable, its beneficial effects would be great, comprehensible, and durable. The whole of the Atlantic and Western States would deeply partake in its advantages. Besides the facility of intercourse which it would afford between those States, our trade with Mexico, Guatemala, and the central parts of the continent, would not only be greatly facilitated, but rendered much more secure.

The board have, besides those already mentioned, examined, in conjunction with Pennsylvania commissioners, a route for a canal from the Allegany to the Susquehannah. In addition to the importance of this route to a large portion of the West and the State of Pennsylvania, it was thought to possess other and strong claims on the attention of the Government. It is believed to be one of the most promising routes to cross the Allegany by a canal communication; and should that by the Potomac prove impracticable, it might afford the means of effecting the great objects intended by the canal projected by that route.

When the various routes to which I have referred are examined and surveyed, and plans and estimates formed, in conformity with the directions of the act, it will present so full a view of the whole subject, as will enable Congress to commence and complete such a system of internal improvement as it may deem proper, with the greatest possible advantage.

In conclusion, I have to remark, that experience has shown that the corps of engineers is too small to perform the various duties which are assigned to it. Its duties have been more than trebled since its establishment, and are increasing every year. During the present year much inconvenience has been experienced for the want of a sufficient number of officers, notwithstanding every officer of the corps has been on active duty during the season.

I have the honor to remain, your obedient servant,

J. C. CALHOUN.

To the PRESIDENT OF THE UNITED STATES.

A.

SIR: HEAD-QUARTERS OF THE ARMY, WASHINGTON, *November* 20, 1824.

Agreeably to your instructions of the 1st instant, I have the honor to lay before you the returns and statements following, viz:

No. 1. A statement of the organization of the army, agreeably to the act of Congress of 2d March, 1821.

No. 2. A return of the strength of the army, from the last regimental and other returns received at head-quarters.

No. 3. A return showing the distribution of the troops in the Eastern Department.

No. 4. A return showing the distribution of the troops in the Western Department.

No. 5. A statement showing the number of men enlisted, the amount of money advanced for the purposes of recruiting, and the amount for which recruiting accounts have been rendered for settlement from 1st October, 1823, to 30th September, 1824.

By statement No. 5 it will be seen that $5,224 87 remains unexpended in the hands of recruiting officers. This sum is now in a course of application to the recruiting service; and there is no doubt, from the promptitude and correctness of the recruiting officers, that it will, when the proper time arrives, be regularly accounted for.

Brevet Major General Gaines is just completing a tour of inspection, embracing the posts on the upper and lower lakes; but his report has not been received.

During the early part of the year a tour of inspection was performed by Brevet Major General Scott, embracing the posts on the Florida gulf and the Mississippi river, commencing at Fort St. Philip, below New Orleans, and terminating at Fort St. Anthony.

During the months of March, April, and May, Colonel Wool inspected all the posts on the Atlantic coast between Savannah, Georgia, and Portsmouth, New Hampshire. During the months of June, July, and August, he inspected the posts of Sackett's Harbor, Niagara, Detroit, Sault de St. Marie, and Green bay.

Colonel Archer has inspected the posts of Baton Rouge, New Orleans, Fort St. Philip, Petite Coquille, Pensacola, and all the posts on the Atlantic frontier between Washington city and Fort Sullivan, Maine, including the national armory at Springfield, Massachusetts.

The reports of inspections, performed by the commanding officers of the artillery regiments, are not yet received.

The general condition of the army, the state of its discipline, administration, &c., are as favorable as could be expected. The infantry regiments have perhaps attained as much excellence as is compatible with the state of dispersion which naturally grows out of the physical relations of the country, and the exigencies of the public service. In the artillery regiments an important accession of scientific and experimental knowledge is to be expected from the school of practice which has gone into operation at Fortress Monroe.

In addition to the intelligence which I have above presented, in obedience to your instructions, I have thought proper to submit, for your consideration, some reflections upon a subject connected, in the most intimate manner, with the welfare of the army—I mean the evil of desertion; an evil which has grown to a serious magnitude, and exerts an unhappy influence upon the numerical force and efficiency of the army, upon its moral character, and upon the fund appropriated by the Government for its support. Its effect upon the numerical force and efficiency of the army is, by withdrawing from the ranks a large number of men, of whom the greater part succeed in eluding the vigilance of pursuit, and the residue are devoted to hard labor and imprisonment in garrison, which are the highest penalties awarded to the crime; in either case, their services as soldiers are lost to the army. Its effect upon the moral character of the army is, to degrade the spirit of the profession by relaxing its moral ties, and by merging the infamy of the crime in the multiplication of example. Its effect upon the fund appropriated to the support of the army is, by increasing the expenditures of the recruiting service, from the necessity of keeping the ranks of the army full, by providing a recruit, at a considerable expense, to supply the place of every deserter who eludes apprehension.

The comforts which the soldier enjoys from the liberal provision of the Government, his exemption from all arbitrary restraint, and the mildness and regularity which distinguish the administration of the army, leave no

imaginable cause for the prevalence of desertion but the inadequacy of the punishment annexed to it by law. In time of war, it is suppressed by the infliction of capital punishment; but it has not been customary to inflict the sentence of death upon deserters in time of peace. Before the late war, punishment by stripes operated as a partial, if not an efficient restraint; but this mode of punishment was abolished by law, at a time when it was deemed necessary, in order to engage individuals of respectable connexions and elevated spirit to enter the ranks, to expunge from the government of the army every feature which was repugnant to the moral elevation of man. It has been my opinion that it would become necessary, if the Government should continue to enlist into the army foreigners, who have generally been accustomed to the lash, and cannot easily be governed without it, to revive, by law, the punishment by stripes, under the discretion of courts-martial; but, as you have consented to the prohibition of their enlistment, it is at least due to the character of our native soldiery to make a further experiment to govern them without resorting to expedients which are not altogether in harmony with the genius of our institutions or the spirit of the age.

Experience having proved that the established system of punishment is inadequate to the suppression of the crime, and that it is vain to rely altogether upon the influence of moral obligation, I can conceive no other mode of securing the fidelity of the soldier than by creating an artificial interest which will bind him to the service. With a view to this object, I would recommend that provision be made, by law, to retain a portion of his monthly pay in the hands of the Government until the expiration of his term of enlistment, and to make an honorable discharge the condition of its payment. The smallest portion which I would advise to be retained is one dollar per month, and the largest portion two dollars. A sum smaller than the former would be inadequate to produce in the soldier the necessary interest, and a sum larger than the latter would make too serious an inroad upon his comforts. Assuming the medium (one dollar and fifty cents) as the proper standard, let us examine its influence upon the army and the public treasures. At the expiration of his first year's service, every soldier would have in the possession of the Government eighteen dollars; at the end of the second year, thirty-six dollars; and at the expiration of his term of enlistment, ninety dollars. The regular monthly increase of the sum in expectancy would be a constantly increasing motive to a faithful performance of his duties; and he would be confirmed in his course of fidelity and obedience to the laws by the consideration that an honorable discharge would put him in possession of a sum sufficient to sustain him in transferring his industry, if he should think proper, to a new pursuit. In the mean time, if he should desert, the sum retained from his pay would, in some cases, be sufficient, and in all cases go far towards enabling the Government to provide a recruit to supply his place. Thus, the expense of filling vacancies occasioned by a violation of the laws would principally fall, as in justice it ought, upon the offenders themselves, and not upon the public, against whom the offence is committed.

The more I reflect upon this subject, the more firmly I am strengthened in the conviction that the frequency of desertion will be materially abridged by the measure which I have the honor to suggest. If my position is correct, it will be apparent that the efficiency of the army will be augmented, that its moral character will be elevated, and that the branch of public expenditure heretofore referred to will be brought within the smallest limits to which, under the most favorable circumstances, it is susceptible of being reduced. If it should be found by experience that this measure is ineffectual, and that it is necessary, by severe and humiliating penalties, to punish, where interest and the sense of moral obligation are inadequate to restrain, it will be a consolation to reflect, when we are compelled to have recourse to expedients like these, that those of a milder character have been exhausted.

I have the honor to be, most respectfully, sir, your obedient servant,

JAC. BROWN.

Hon. J. C. CALHOUN, *Secretary of War.*

No. 1.

Organization of the army of the United States, according to the act of 2d March, 1821.

	Major general.	Brigadier generals.	Adjutant general.	Inspectors general.	Quartermaster general.	Quartermasters.	Commissary general of subsistence.	Paymaster general.	Paymasters.	Commissary general of purchases.	Military storekeepers.	Surgeon general.	Surgeons.	Assistant surgeons.	Topographical engineers and assistants.	Colonels.	Lieutenant colonels.	Majors.	Captains.	First lieutenants.	Second lieutenants.	Sergeant majors.	Quartermaster sergeants.	Sergeants.	Corporals.	Principal musicians.	Musicians.	Enlisted laborers for ordnance.	Artificers.	Privates.	Total commissioned.	Total non-commissioned officers, musicians, and privates.	Aggregate.
General staff, - -	1	2	1	2	1	2	1	1	14	1	2	1	8	45	-	-	-	-	-	-	6	-	-	-	-	-	-	-	-	82	-	82
Engineer Department, -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10	1	1	2	6	6	18	-	-	-	-	-	-	-	-	32	-	32
Artillery, 1st regiment,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	1	9	18	18	1	1	36	36	-	18	-	27	378	48	497	545
2d regiment,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	1	9	18	18	1	1	36	36	-	18	-	27	378	48	497	545
3d regiment,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	1	9	18	18	1	1	36	36	-	18	-	27	378	48	497	545
4th regiment,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	1	9	18	18	1	1	36	36	-	18	-	27	378	48	497	545
Superind't for ordnance,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4	-	-	-	-	-	-	-	-	56	-	-	4	56	60
Infantry, 1st regiment,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	1	10	10	10	1	1	30	40	2	20	-	-	420	33	514	547
2d regiment, -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	1	10	10	10	1	1	30	40	2	20	-	-	420	33	514	547
3d regiment, -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	1	10	10	10	1	1	30	40	2	20	-	-	420	33	514	547
4th regiment,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	1	10	10	10	1	1	30	40	2	20	-	-	420	33	514	547
5th regiment,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	1	10	10	10	1	1	30	40	2	20	-	-	420	33	514	547
6th regiment,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	1	10	10	10	1	1	30	40	2	20	-	-	420	33	514	547
7th regiment,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	1	10	10	10	1	1	30	40	2	20	-	-	420	33	514	547
	1	2	1	2	1	2	1	1	14	1	2	1	8	45	10	12	12	13	116	148	148	11	11	354	424	14	212	56	108	4,452	541	5,642	6,183

ADJUTANT GENERAL'S OFFICE, *November* 10, 1824.
C. J. NOURSE, *Acting Adjutant General.*

HEAD-QUARTERS, WASHINGTON, *November* 20, 1824.
JACOB BROWN.

No. 2.

General return of the army of the United States, taken from the latest returns on file in the Adjutant General's office.

Regiments and corps.	Major general.	Brigadier generals.	Quartermaster general.	Adjutant general.	Inspectors general.	Commissary general of subsistence.	Quartermasters.	Topographical engineers.	Assistant topographical engineers.	Commissary general of purchases.	Surgeon general.	Paymaster general.	Paymasters.	Surgeons.	Assistant surgeons.	Military storekeepers.	PRESENT. For duty at posts. Colonels.	Lieutenant colonels.	Majors.	Adjutants.	Captains.	First lieutenants.	Second lieutenants.	Sergeant majors.	Quartermaster sergeants.	Chief musicians.	Sergeants.	Corporals.	Musicians.	Artificers.	Privates.
General staff, - -	1	2	1	-	2	1	2	6	4	1	1	1	14	8	45	2															
Corps of engineers, -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	2	-	6	6	6								
1st regiment of artillery,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	1	1	4	12	7	1	1	-	30	21	15	17	239
2d regiment of artillery,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	1	5	9	7	1	-	-	20	21	14	11	232
3d regiment of artillery,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	1	4	6	8	1	1	-	20	25	14	13	233
4th regiment of artillery,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	1	3	4	6	-	-	-	16	18	14	12	221
1st regiment of infantry,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	7	3	6	-	1	2	20	33	11	-	248
2d regiment of infantry,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	1	8	1	6	-	1	2	19	25	14	-	223
3d regiment of infantry,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	1	8	2	3	1	1	1	16	24	15	-	215
4th regiment of infantry,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	2	2	5	-	1	2	13	12	11	-	102
5th regiment of infantry,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	1	1	3	3	5	1	1	2	23	26	15	-	253
6th regiment of infantry,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	1	5	2	10	1	-	1	13	18	11	-	238
7th regiment of infantry,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	1	1	4	2	4	1	-	1	21	15	15	-	226
Ordnance men, - -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	56	
Orderlies, - -																															
Recruits at rendezvous and on their way to join regiments, -																															
	1	2	1	-	2	1	2	6	4	1	1	1	14	8	45	2	4	9	11	11	59	52	73	7	7	11	211	238	149	109	2430

GENERAL RETURN—Continued.

Regiments and corps.	PRESENT.																								ABSENT.								PRESENT AND ABSENT.	
	Sick.								On extra duty or detached service.								In arrest or confinement.																			
	Captains.	Subalterns.	Sergeant major.	Sergeants.	Corporals.	Musicians.	Artificers.	Privates.	Field officers.	Captains.	Subalterns.	Sergeants.	Corporals.	Musicians.	Artificers.	Privates.	Field officers.	Captains.	Subalterns.	Sergeants.	Corporals.	Musicians and artificers.	Privates.	Total.	Aggregate.	Colonels.	Lieutenant colonels.	Captains.	Subalterns.	Sergeants.	Corporals.	Artificers and musicians.	Privates.	Total.	Aggregate.
General staff,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	91	-	-	-	-	-	-	-	-	91
Corps of engineers,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	22	-	-	-	-	-	-	-	-	22
1st regiment of artillery,	-	-	-	2	2	-	1	25	1	4	11	1	3	-	3	23	-	-	-	-	2	-	42	428	470	-	-	1	5	-	-	-	4	432	480
2d regiment of artillery,	-	-	-	2	4	-	1	36	-	5	14	2	1	-	3	39	-	-	-	2	1	-	40	430	473	-	-	-	6	1	1	1	3	436	485
3d regiment of artillery,	1	-	-	1	1	-	1	35	1	3	13	2	1	-	1	12	-	-	-	1	2	1	56	421	459	1	-	2	7	1	-	-	9	431	479
4th regiment of artillery,	-	2	-	2	2	1	1	32	1	3	13	2	1	-	1	20	-	-	-	-	1	1	64	409	444	-	-	4	9	1	1	-	8	419	467
1st regiment of infantry,	1	-	1	-	2	2	-	52	1	2	5	-	-	2	-	23	-	-	2	-	-	-	40	437	466	1	-	-	3	7	2	-	19	465	498
2d regiment of infantry,	-	-	-	2	1	-	-	18	1	2	10	4	3	1	-	103	-	-	-	1	2	1	27	447	478	-	-	-	1	1	2	1	2	453	485
3d regiment of infantry,	-	1	-	1	2	-	-	36	-	1	13	8	7	-	-	99	-	-	-	-	-	-	20	446	477	1	-	1	1	1	1	-	2	450	484
4th regiment of infantry,	-	-	-	1	2	-	-	26	-	7	11	9	10	1	-	133	1	-	1	-	-	2	37	362	393	-	1	1	-	-	-	-	13	375	408
5th regiment of infantry,	-	-	-	1	1	-	-	15	-	4	6	4	3	-	-	89	-	1	1	1	1	-	18	454	481	-	-	1	3	1	4	1	19	479	510
6th regiment of infantry,	-	1	-	4	7	3	-	65	1	2	2	-	-	-	-	-	1	1	1	1	1	-	7	370	398	-	-	2	3	7	3	1	9	390	423
7th regiment of infantry,	-	1	-	-	2	-	-	32	-	3	10	2	4	-	-	40	-	-	-	-	-	-	14	373	401	-	-	2	-	1	4	-	24	402	432
Ordnance men,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	56	56	-	-	-	-	-	-	-	-	56	56
Orderlies,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	16	16	-	-	-	-	-	-	-	-	16	16
Recruits at rendezvous and on their way to join regiments,	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	443	443	-	-	-	-	-	-	-	-	443	443
	2	5	1	16	26	6	4	372	6	36	108	34	33	4	8	581	2	2	5	6	10	5	365	5,092	5,568	3	1	14	38	21	18	4	112	5,247	5,779

ADJUTANT GENERAL'S OFFICE, *November* 10, 1824.

CHAS. J. NOURSE, *Acting Adjutant General.*

HEAD-QUARTERS, WASHINGTON, *November* 20, 1824.

JACOB BROWN.

No. 3.

Distribution of the troops in the Eastern Department, under the command of Brevet Major General Edmund P. Gaines, showing their strength by posts and garrisons, taken from the latest returns on file in this office.

Posts.	Situation.	Commandants.	Troops.	Comm'd officers & staff.	Non-com'd officers, musicians, and privates.	Aggregate.
Fort Sullivan,	Eastport, Maine,	Lieut. Patrick,	1 company 1st art.	4	50	54
Fort Preble,	Portland, Maine,	Brev. Maj. Brooks,	1 company 1st art.	5	42	47
Fort Constitution,	Portsmouth, N. H.	Capt. F. Whiting,	1 company 1st art.	5	45	50
Fort Independence,	Boston, Mass.	Col. House,	2 companies 1st art.	15	110	125
Fort Wolcott,	Newport, R. I.	Brev. Maj. Crane,	1 company 1st art.	5	47	52
Fort Trumbull,	New London, Con.	Lieut. Green,	1 company 1st art.	5	51	56
New York harbor,	New York,	Lieut. Col. McRea,	1 company 2d art.	11	50	61
Fort Lafayette,	New York,	Brev. Maj. Gates,	1 company 2d art.	5	52	57
West Point,	New York,	Br. Lt. Col. Thayer.	1 company 2d art.	5	58	63
Watervliet arsenal,	New York.					
Fort Delaware,	On the Delaware,	Lieut. Gardiner,	1 company 2d art.	4	48	52
Pittsburg arsenal,	Pennsylvania,	Br. Maj. Churchill,	1 company 2d art.	4	55	59
Frankford arsenal,	Pennsylvania.					
Fort McHenry,	Baltimore, Md.	Br. Col. Hindman,	1 company 2d art.	5	35	40
Fort Severn,	Annapolis, Md.	Br. Lt. Col. Jones,	1 company 3d art.	5	53	58
Fort Washington,	On Potomac, Md.	Col. Armistead,	1 company 3d art.	7	53	60
Bellona arsenal,	Near Richmond, Va.	Capt. Welch,	1 company 3d art.	5	46	51
Fortress Monroe,	Hampton Roads, Va.	Lt. Col. Eustis,	2 com's of 1st, 3 of 2d, 3 of 3d, & 3 of 4th art.	58	527	585
Fort Johnson,	Smithville, N. C.	Capt. Spotts,	1 company 3d art.	5	59	64
Charleston harbor,	South Carolina,	Brev. Col. Lindsay,	2 companies 3d art.	10	77	87
Augusta arsenal,	Georgia,	Brev. Maj. Payne,	1 company 4th art.	5	39	44
Fort Jackson,	Savannah, Georgia,	Lt. John Monroe,	1 company 4th art.	5	51	56
St. Augustine,	East Florida,	Major Wilson,	2 companies 4th art.	10	97	107
Fort Niagara,	New York,	Captain Boardman,	1 company 2d inf.	3	48	51
Sackett's Harbor,	New York,	Lt. Col. Lawrence,	3 companies 2d inf.	15	154	169
Sault de St. Marie,	Northwest Territ'y,	Major Cutler,	5 companies 2d inf.	14	251	265
Detroit,	Michigan Territory,	Major Baker,	5 companies 3d inf.	6	70	76
Mackinac,	Michigan Territory,	Br. Maj. Whistler,	1 company 3d inf.	3	52	55
Green bay,	- -	Lt. Col. McNeal,	7 companies 3d inf.	25	328	353
				249	2,548	2,797

ADJUTANT GENERAL'S OFFICE, *November* 10, 1824.

CHARLES J. NOURSE, *Acting Adj. Gen.*

HEAD-QUARTERS, *November* 20, 1824.

JACOB BROWN.

No. 4.

Distribution of the troops in the Western Department, under the command of Brevet Major General Winfield Scott, showing their strength by posts and garrisons, taken from the latest returns on file in this office.

Posts.	Situation.	Commandants.	Troops.	Comm'd officers & staff.	Non-com'd officers, musicians, and privates.	Aggregate.
Cantonment Brook,	Hillsborough, E. Fl.	- -	4 companies 4th inf.	12	195	207
St. Mark's,	East Florida,	Captain Lear,	1 company 4th inf.	3	40	43
Barancas and Cantonment Clinch,	Pensacola, W. Fl.	Major Donoho,	4 companies 4th inf.	15	104	119
Petite Coquille,	Lake Pontchartrain,	Capt. L. Whiting,	1 company 4th art.	5	40	45
Fort St. Philip,	Near N. Orleans, L.	Br. Maj. Humphrey,	1 company 4th art. and 1 of 1st inf.	8	80	88
New Orleans,	Louisiana,	Br. Maj. Twiggs,	1 company of 1st and 1 of 4th inf.	6	87	93
Baton Rouge,	Louisiana,	Major Whartenby,	4 companies 1st inf.	11	170	181
Belle Fontaine,	On the Missouri,	Br. Maj. Kearney,	5 companies 1st inf.	16	197	213
Cantonment Gibson,	Arkansas,	Col. Arbuckle,	4 companies 7th inf.	17	209	226
Cantonment Jesup,	Louisiana,	Lt. Col. Many,	4 companies 7th inf.	10	152	162
Cantonment Taylor,	Louisiana,	Capt. Hyde,	1 company 7th inf.	3	41	44
Council Bluffs,	Missouri,	Lt. Co. Leavenworth,	6th regiment of inf.	33	390	423
St. Anthony,	Upper Mississippi,	Col. Snelling,	6 companies 5th inf.	21	314	335
Fort Crawford,	Mississippi,	Capt. McCabe,	2 companies 5th inf.	4	85	89
Fort Armstrong,	Mississippi,	Maj. Vose,	2 companies 5th inf.	6	80	86
				170	2,184	2,354

ADJUTANT GENERAL'S OFFICE, *November* 10, 1824.

CHARLES J. NOURSE, *Acting Adj. Gen.*

HEAD-QUARTERS, WASHINGTON, *November* 20, 1824.

JACOB BROWN.

No. 5.

Statement showing the whole number of recruits enlisted in the army, from the 1st October, 1823, to 30th September, 1824.

1st regiment of artillery,	139	4th regiment of infantry,	39
2d regiment of artillery,	127	5th regiment of infantry,	40
3d regiment of artillery,	74	6th regiment of infantry,	87
4th regiment of artillery,	46	7th regiment of infantry,	36
1st regiment of infantry,	334		
2d regiment of infantry,	214		1225
3d regiment of infantry,	89		

Enlistments made at the principal rendezvous within the periods above mentioned.

Eastern Department.		*Western Department.*	
Boston,	183	Louisville,	91
New York,	244	St. Louis,	18
Albany,	301	Natchez,	77
Philadelphia,	289	Cincinnati,	41
Baltimore,	89		
			1,333
			1,225
Total number of men enlisted,			2,558

Amount of money advanced from the 1st October, 1823, to the 30th September, 1824, to officers on account of the recruiting service,	$42,754 08
Amount of the above accounted for, or for which accounts have been furnished for the same period,	37,529 21
Balance in the hands of recruiting officers,	$5,224 87

ADJUTANT GENERAL'S OFFICE, *November* 10, 1824.

CHAS. J. NOURSE, *Acting Adjutant General.*

B.

QUARTERMASTER GENERAL'S OFFICE,

SIR: WASHINGTON CITY, *November* 27, 1824.

In compliance with your order, I have the honor to submit a statement of the funds drawn from the Treasury, and distributed to the officers of the Quartermaster's Department during the first, second, and third quarters of the present year; and, also, of the disbursements made by them during the same period. From reports received at this office for the month of October, it appears that the greater part of the balance reported on hand on the 30th of September had, during that month, been applied to the public service; and I confidently believe that not a cent of it will remain unaccounted for at the end of the year.

The accountability for property has been improved, but it cannot be perfected without legislative aid.

In my last annual report, I adverted to the necessity of increasing the number of officers of the department. I find no reason to change the opinion then expressed; on the contrary, the experience of the last year has demonstrated its correctness. If the department be worth retaining at all, it is certainly worth an efficient organization. As at present organized, the officers are so limited in number as to be entirely inadequate to the prompt discharge of the various duties required of them. I have the honor to be, &c.

THOS. S. JESUP,
Brigadier General, and Quartermaster General of the Army.

Hon. J. C. CALHOUN, *Secretary of War, Washington.*

Statement showing the amount of funds remitted to officers of the Quartermaster's Department, in the first three quarters of the year 1824, *and the amount for which accounts have been rendered for the same period.*

Amount in the hands of the officers of the department, at the close of the year 1823,	$24,750 05	
Amount of remittances towards the close of the fourth quarter of that year, which did not reach their destinations in time to be embraced in the statements from which the balances constituting the above amount are taken,	21,360 00	
Amount of remittances in the first quarter of 1824,	48,194 77	
		$94,304 82
Amount of remittances in the second quarter,	-	100,474 31
Amount of remittances in the third quarter,	-	100,824 00
Proceeds of the sales of public property authorized,	-	3,741 60
		299,344 73
Amount disbursed, per accounts rendered for the first quarter,	80,466 23	
Amount disbursed, per accounts rendered for the second quarter,	92,240 13	
Amount disbursed, per accounts rendered for the third quarter,	85,418 45	
		258,124 81
Remaining to be accounted for,	-	$41,219 92

NOTE.—Of the amount remaining to be accounted for above, $24,352 was remitted near the close of the third quarter, which, though included in the amount of remittances stated, did not reach its destination till some time in the succeeding quarter. The residue was, on the 30th September, deposited in the several banks designated for the reception of public funds. The property noticed as sold consisted of various small articles of public supplies, which had sustained damage by the casualties of service, or become useless.

QUARTERMASTER GENERAL'S OFFICE, *November* 27, 1824.

T. S. JESUP, *Quartermaster General.*

C.

OFFICE OF THE COMMISSARY GENERAL OF SUBSISTENCE,

SIR: WASHINGTON, *November* 23, 1824.

In compliance with your orders of 1st inst. I have the honor to present to your view a statement exhibiting the moneys remitted and charged to contractors, and the assistant and acting assistant commissaries of subsistence, for the first, second, and third quarters of the year, amounting to - - - $298,660 27
And the disbursements made by them, amounting to - - - - 271,668 20

Leaving a balance to be accounted for in the fourth quarter of - - - $26,992 07

Of this sum ($26,992 07 remaining to be accounted for) $4,520 was remitted, in the last month of the third quarter, to the assistant commissaries at Fort St. Philip, St. Mark's, Tampa bay, Petite Coquille, Mackinac, the Sault de St. Marie, Cantonment Towson, Cantonment Gibson, and St. Peter's; which posts are so remote that there has not been sufficient time for the transmission and receipt of their accounts; there is no doubt, however, but they will be received in due course.

There will then remain in the hands of the assistant commissaries at the more numerous and adjacent posts the sum of $22,472 07 entirely applicable to the expenditures of the fourth quarter; and there is every reason to believe that the disbursements will be made for the whole amount within the year, so that no loss whatever will accrue to the Government.

Very respectfully, your most obedient servant,

GEO. GIBSON, *Com. Gen. of Subsistence.*

The Hon. J. C. CALHOUN, *Secretary of War.*

Statement exhibiting the moneys remitted to contractors from the 1st of January, to the 30th of September, 1824, and the amounts accounted for by them; the moneys remitted to the assistant and acting assistant commissaries of subsistence, for the same period; the amounts charged to them, including the balances in their possession on the 31st December, 1823; sales at auction; sales to officers on the frontier posts; and the moneys accounted for by them in the first, second, and third quarters of the year.

Names.	Remitted.	Charges, including outstanding balances, sales, &c.	Total charged.	Accounted for.	Remarks.
Cave Johnson, contractor,	$66 10	-	$66 10	$66 10	
Jesse Smith, do	6,159 87	-	6,159 87	6,159 87	
Henry I. Hunt, do	4,685 54	-	4,685 54	4,685 54	
Cary Selden, do	4,791 87	$18 53	4,810 40	4,810 40	
Wm. and J. James, contractors,	2,502 46	-	2,502 46	2,502 46	
Heman A. Fay, contractor,	653 25	-	653 25	653 25	
Robert J. Ward, do	1,008 30	-	1,008 30	1,008 30	
C. D. Williams, do	5,438 60	-	5,438 60	5,438 60	
Ezra Meech, do	871 81	-	871 81	871 81	
Yarnall & Mc Williams, do	3,179 75	-	3,179 75	3,179 75	
Thomas Worthington, do	4,917 07	-	4,917 07	4,917 07	
Giles Sanford, do	977 46	934 81	1,912 30	1,912 30	
Andrew Way, Jun. do	21,745 00	670 22	22,415 22	25,196 80	
Adam G. Goodlet, do	452 85	-	452 85	452 85	
J. Moore Jr. & R. Dement, cn'trs,	933 58	-	933 58	933 58	
John O. Lay, contractor,	3,985 31	-	3,985 31	3,985 31	
H. and D. Cotheal, do	13,803 26	-	13,803 26	13,803 26	
Samuel Hale, do	481 02	-	481 02	481 02	
John Jackson, do	713 12	-	713 12	713 12	
William King, do	934 40	-	934 40	934 40	
Peter Yarnall, do	23,439 01	-	23,439 01	23,439 01	
Silas Craig, do	20,082 17	-	20,082 17	20,082 17	
Asa Smith, do	5,180 66	-	5,180 66	5,180 66	
J. and F. Hanna, do	1,917 35	-	1,917 35	1,917 35	
Lt. J. A. Webber, ast. com. sub.	458 45	1 27	459 72	523 30	
Lt. M. Thomas, act. do	675 45	-	675 00	635 50	Disbursing.
Lt. E. K. Barnum, act. do	-	50 85	50 85	50 85	Closed.
Lt. L. A. Rigail, do	770 00	2 75	772 75	775 06	Disbursing.
Lt. Thomas Barker, do	2,598 75	365 09	2,963 84	2,555 75	Disbursing.
Lt. Hugh K. Meade, do	420 00	1,013 33	1,433 33	846 03	Disbursing; accounts for 3d quarter not received.
Lt. John B. Clark, do	28,794 52	8,397 94	37,192 46	31,827 15	Disbursing.
Lt. Horatio N. Baker, do	-	277 55	277 55	277 55	Closed.
Gen. Henry Atkinson, do	6,600 00	-	6,600 00	6,600 00	Closed.
Lt. John Page, do	2,400 00	306 75	2,706 75	1,107 50	Disbursing; accounts for 3d quarter not received.
Lt. J. R. Stubbs, act. do	-	513 88	513 88	513 88	Closed.
Lt. Jason Rogers, act. do	-	2,490 01	2,490 01	2,490 01	Closed.
Lt. N. G. Dana, do	450 00	43 30	493 30	471 84	Disbursing.
Lt. Thomas J. Baird, do	830 00	22 62	852 62	852 62	Closed.
Lt. Joseph P. Taylor, do	7,459 00	3,366 04	10,825 04	11,013 52	Disbursing.
Lt. Thomas Childs, do	1,230 00	-	1,230 00	1,341 15	Disbursing.
Lt. Timothy Green, do	550 00	95 06	645 06	603 52	Disbursing.
Lt. M. A. Patrick, do	380 00	59 33	439 33	317 80	Disbursing.
Lt. C. Wharton, do	1,500 00	1,727 68	3,227 68	3,227 68	Closed.
Lt. H. Bainbridge, act. do	27 63	-	27 63	27 63	Closed.

STATEMENT—Continued.

Names.	Remitted.	Charges, including outstanding balances, sales, &c.	Total charged.	Accounted for.	Remarks.
Lt. John Monroe, assist. com. sub.	$160 00	$73 22	$233 22	$321 14	Disbursing.
Lt. L. B. Webster, act. do -	-	8 50	8 50	8 50	Closed.
Lt. James Young, do -	457 38	1,685 96	2,143 34	1,842 95	Disbursing.
Capt. H. Bradley, act. do -	600 00	-	600 00	600 00	Closed.
Lt. B. Walker, act. do -	-	737 49	737 49	421 99	Disbursing.
Lt. G. W. Gardiner, do -	1,450 00	292 76	1,742 76	1,294 27	Disbursing.
Lt. Nathan Clark, do -	1,000 00	173 14	1,173 14	316 53	Disbursing; accounts for 3d quarter not received.
Lt. E. Lyon, do -	5,780 00	348 80	6,128 80	6,206 70	Disbursing.
Lt. Jacob Brown, do -	67 04	-	67 04	67 04	Closed.
Capt. D. E. Burch, do -	-	486 42	486 42	486 42	Closed.
Lt. Walter Bicker, do -	3,323 50	1,212 63	4,536 13	3,742 70	Disbursing.
Lt. U. S. Fraser, do -	-	257 43	257 43	250 92	
Lt. R. Bache, do -	550 00	20 68	570 68	538 19	Disbursing.
Lt. J. Pickell, acting do -	425 00	389 38	814 38	814 38	Closed.
Lt. Wm. Day, acting do -	-	315 09	315 09	177 88	Disbursing; accounts for 3d quarter not received.
Maj. H. Stanton, act. do -	-	4,215 41	4,215 41	909 61	Do do.
Lt. John Philbrick, do -	-	955 45	955 45	-	Vouchers for whole have been lost in transmission.
Lt. Aaron M. Wright, do -	2,153 92	142 06	2,295 98	2,054 01	Disbursing; accounts for 3d quarter not received.
Lt. J. R. Wilcox, do -	-	231 35	231 35	231 35	Closed.
Capt. John Garland, do -	-	76 59	76 59	76 59	Closed.
Lt. A. W. Thornton, do -	975 00	898 41	1,873 41	1,525 04	Disbursing.
Lt. W. H. Bell, acting do -	-	107 35	107 35	74 95	Disbursing.
Lt. W. W. Morris, act. do -	-	2,393 19	2,393 19	2,393 19	Closed.
Lt. T. W. Lendrum, do -	500 00	11 41	511 41	472 73	Disbursing.
Lt. C. S. Merchant, do -	391 72	88 24	479 96	375 58	Disbursing.
Lt. J. M. Baxley, act. do -	128 85	800 58	929 43	887 20	Disbursing.
Lt. Henry Sanders, do -	-	18 59	18 59	18 59	Closed.
Lt. W. L. McClintock, do -	-	194 68	194 68	194 68	Closed.
Lt. J. A. D'Lagnel, do -	-	424 42	424 42	29 55	Disbursing; accounts for 3d quarter not received.
Lt. Justin Dimick, do -	284 00	21 75	305 75	283 69	Disbursing.
Lt. W. S. Colquhoun, do -	2,500 00	2,150 95	4,650 05	2,526 38	Disbursing.
Lt. Allen Lowd, do -	103 86	28 59	132 45	132 45	Closed.
Lt. C. Thomas, acting do -	-	474 60	474 60	159 77	Disbursing; accounts for 3d quarter not received.
Lt. W. W. Outlaw, act. do -	-	700 49	700 49	308 34	Do do.
Capt. L. Whiting, do -	200 00	-	200 00	200 00	Closed.
Lt. William Rose, do -	100 00	129 50	229 50	204 43	Disbursing.
Lt. William Wells, do -	1,010 00	29 95	1,039 95	1,039 95	Closed.
Lt. Harvey Brown, do -	-	1,093 59	1,093 59	1,093 59	Closed.
Lt. John L'Engle, do -	450 00	610 95	1,060 95	891 12	Disbursing.
Lt. J. F. Scott, acting do -	363 02	106 36	469 38	469 38	Closed.
Lt. R. Wash, acting do -	100 00	-	100 00	99 77	Disbursing.
Lt. R. M. Harrison, do -	200 00	-	200 00	343 64	Disbursing.
Lt. H. W. Fitzhugh, do -	1,680 00	16 71	1,696 71	1,685 93	Disbursing.
Lt. J. Schmuck, acting do -	370 43	44 44	412 87	412 87	Closed.
Lt. Walter Smith, do -	372 00	145 84	517 84	503 56	Disbursing.
Lt. O. Wheeler, acting do -	-	202 25	202 25	202 25	Closed.
Lt. J. B. Triplett, act. do -	200 00	487 42	687 42	487 42	Disbursing.
Maj. J. H. Hook, acting do -	11,500 00	10 00	11,510 00	11,510 00	Closed.
Lt. B. L. E. Bonneville, do -	-	3,053 65	3,053 65	839 49	Disbursing; accounts for 3d quarter not received.
Lt. W. N. Bronaugh, act. do -	8 75	-	8 75	8 75	Closed.
Lt. Andrew McIntyre, do -	5,500 00	8 30	5,508 30	5,743 55	Disbursing.
Lt. Richard B. Lee, Jun. do -	470 00	202 88	672 88	588 78	Disbursing.
Lt. Andrew Lewis, do -	-	3,923 02	3,923 02	3,263 28	Disbursing.
Lt. J. B. Shaw, acting do -	360 00	-	360 00	283 24	Disbursing.
Lt. Walter Gwynn, act. do -	-	810 50	810 50	810 50	Closed.
Lt. Jackman J. Davis, do -	680 00	61 50	741 50	643 98	Disbursing.
Lt. J. R. Blaney, acting do -	813 10	-	813 10	-	*
Lt. James W. Webb, do -	210 00	72 56	282 56	158 14	Disbursing.
Lt. W. M. Graham, do -	13,073 03	2,267 05	15,340 08	9,768 71	Disbursing.
Lt. E. Harding, acting do -	-	77 41	77 41	77 41	Closed.
Lt. Zalmon C. Palmer, do -	524 09	1,918 99	2,443 08	1,111 93	Disbursing.
Total amounts, -	$243,097 85	$55,562 42	$298,660 27	$271,668 20	

RECAPITULATION.

Total amount charged and remitted, - - - - - - -	$298,660 27
Total amount accounted for, - - - - - - - -	271,668 20
To be accounted for by the assistant and acting assistant commissaries in the fourth quarter of the year, - - - - - - - - -	$26,992 07

OFFICE OF THE COMMISSARY GENERAL OF SUBSISTENCE, *Washington*, *November* 20, 1824.

GEORGE GIBSON, *C. G. S.*

* No accounts have been received, but there is no doubt that the amount has been expended, as the fresh beef for which the remittance was made has been issued.

D.

SIR: PAYMASTER GENERAL'S OFFICE, CITY OF WASHINGTON, *November* 27, 1824.

Agreeably to your instructions of yesterday, I have the honor to submit a statement of the receipts and disbursements of the Pay Department for the first three quarters of the present year; from which it appears the sum of eight hundred and thirty-nine thousand three hundred and eighty-seven dollars and forty-two cents has been drawn from the Treasury: of this sum seven hundred and eighty-two thousand one hundred and seventy-seven dollars and seventy-three cents has been disbursed in payment of the troops, and the accounts rendered; forty-three thousand eight hundred and seven dollars and sixteen cents has been deducted from the estimates furnished for the fourth quarter, leaving the balance of thirteen thousand four hundred and two dollars and fifty-three cents to be accounted for.

In consequence of the month of September being included in the muster, which takes place on the last day of October, the payments to enlisted men for that month cannot be made before the 1st of November; and, although advances are made within the first three quarters on account of the pay of officers for September, the accounts for that month are not due before the last of the fourth quarter. This will account for the amount stated to have been deducted from the estimates for the fourth quarter.

From the reports of paymasters I am confident that the whole of the troops are now paid to the 1st of September, and a considerable portion to the 1st of November; and that the paymasters will render vouchers before the close of the year, which will fully account for all sums advanced to them within the first three quarters.

Respectfully, your obedient servant,

N. TOWSON, *Paymaster General.*

To the Hon. J. C. CALHOUN, *Secretary of War.*

Statement of the amount of money drawn from the appropriations for the Pay Department, and remitted to the disbursing officers, on account of payments for the first three quarters of the year 1824; *the amount unexpended and deducted from the estimates for the fourth quarter; the balance to be accounted for; and the periods to which the troops have been paid, and accounts rendered.*

Names of paymasters.	Am't of funds remitted in the first three quarters of the year	Amount unexpended and deducted from the estimates for the fourth quarter.	Balance remaining to be accounted for.	Periods to which the troops have been paid, and accounts rendered.	Remarks.
David S. Townsend,	$34,600 00	None,	None,	1st Sept. 1824, and partially to 1st Oct. 1824,	Balance due Paymaster Townsend, $11 63.
Edmund Kirby,	6,000 00	$2,190 94	None,	1st Sept. 1824, and partially to 1st Oct. 1824.	
Thomas J. Leslie,	88,000 00	2,204 12	None,	1st September, 1824.	
Charles B. Tallmadge,	125,700 00	12,044 09	None,	1st September, 1824.	
Timothy P. Andrews,	173,000 00	8,326 69	None,	1st Sept. 1824; officers to 1st October, 1824.	
Charles H. Smith,	55,700 00	2,826 25	None,	1st Sept. 1824, and partially to 1st Nov. 1824.	
Abraham A. Massias,	26,700 00	1,708 61	None,	1st Sept. 1824, and some officers to 1st Oct. 1824.	
Thomas Wright,	46,000 00	None,	None,	1st Sept. 1824, and some officers to 1st Oct. 1824,	Balance due Paymaster Wright, $96 55.
Daniel Randall,	16,000 00	None,	None,	1st September, 1824,	Balance due Paymaster Randall, $31 55.
Benjamin F. Larned,	50,500 00	12,336 71	-	1st September, 1824,	The unexpended balance has been turned over to Paymaster Hayden, on account of the payments for the fourth quarter.
Asher Phillips,	21,700 00	1,085 31	None,	1st March, 1824, and a few officers to 1st Nov.,	Five companies stationed at Fort Smith, &c. Arkansas, receive two payments in the year. Funds for the last payment are not furnished until after the expiration of the third quarter, and the accounts are not expected before December.
Thomas Biddle,	82,687 42	-	-	1st Sept. 1824, and some officers to 1st Oct. 1824,	Balance due Paymaster Biddle, $10,283 54.
Alphonso Wetmore,	58,800 00	-	$13,402 53	1st July, 1824.	
David Gwynne,	54,000 00	1,084 44	None,	1st September, 1824.	
	$839,387 42	$43,807 16			

PAYMASTER GENERAL'S OFFICE, *November* 27, 1824.

E.

SIR: SURGEON GENERAL'S OFFICE, *November* 3, 1824.

In compliance with your order of the 1st instant, I have the honor to report, that the amount disbursed in the Medical Department, during the first three quarters of the year, is as follows:

For medicines, stores, and other supplies, - - - - -	$13,713 07
To private physicians, - - - - - -	5,152 30
For postage and other contingencies, - - - - -	596 00
	$19,461 37

The whole has been settled and accounted for, except $72 09, which was the unexpended balance in the hands of the acting apothecary at New York, on the quarterly settlement of his accounts in September last.

With the exception of the amount paid to private physicians, (an expense that has greatly increased, and which is altogether unavoidable with the present number of the medical staff, and the present distribution of the army,) the average expense of the department, for the last three years, has been $2 50 per man, being less than at any former period; and no loss whatever has occurred during that time.

The supplies required for the year were promptly furnished, agreeably to the requisitions of the surgeons. They were of the best quality, and reached their several places of destination without loss or injury; and, from the returns, it appears that the quantity was abundantly sufficient to meet all probable demands.

Regular returns of public property have been received from all the posts. The whole has been satisfactorily accounted for; and the expenditures have been made with a due regard to economy, and to the comfort and recovery of the sick.

By the last returns, all the surgeons and assistant surgeons were on duty, or under orders for their respective posts, except four, two of whom are sick, one on furlough, and one under arrest; and the reports from various quarters are highly creditable both to the medical staff as a body, and to the individuals of which it is composed.

From the sick reports of the first two quarters of the year, no disease of importance appears to have prevailed at any of the posts. The number of deaths was fifty-three; of which thirteen were from consumption, and nine from intemperance; the remainder were single cases of various accidents and complaints, incident to the life and employments of a soldier.

Very respectfully, your obedient servant,

JOS. LOVELL, *Surgeon General.*

Hon. JOHN C. CALHOUN, *Secretary of War.*

F.

SIR: COMMISSARY GENERAL'S OFFICE, PHILADELPHIA, *November* 6, 1824.

In obedience to your instructions, dated on the 1st instant, I have the honor to enclose five statements, as follows, viz:

No. 1. Of moneys drawn from the appropriation for the Purchasing Department, during the first three quarters of the year 1824.

No. 2. Of moneys drawn from the appropriation for the purchase of woollens for 1825, during the same period.

No. 3. Of moneys received and disbursed, on account of the Purchasing Department, during the same period.

No. 4. Of moneys received and disbursed, on account of the appropriation for the purchase of woollens for 1825, during the same period; and,

No. 5. Comparative statement, showing the cost of clothing for the United States army, in the years 1823, 1824, and 1825.

I have the honor to be, sir, with great respect, your most obedient servant,

C. IRVINE, *Commissary General of Purchases.*

J. C. CALHOUN, Esq., *Secretary of War.*

No. 1.

Statement of moneys drawn from the appropriation for the "Purchasing Department" of 1824, *during the first three quarters of* 1824.

COMMISSARY GENERAL'S OFFICE, PHILADELPHIA, *November* 6, 1824.

1824.		
January 13.	Received Treasurer's draft No. 7,598, being an unexpended balance of the appropriation for 1823, - - - - -	$9,631 03
March 31.	Received Treasurer's draft, No. 7,712, for - - -	30,200 00
May 15.	Received Treasurer's draft, No. 7,758, for - - -	30,000 00
June 11.	Received Treasurer's draft, No. 7,791, for - - -	25,000 00
July 9.	Received Treasurer's draft, No. 7,969, (in part) for - - -	20,000 00
August 14.	Received Treasurer's draft, No. 8,080, for - - -	20,800 00
		$135,631 03

C. IRVINE, *Commissary General of Purchases.*

J. C. CALHOUN, Esq., *Secretary of War.*

No. 2.

Statement of moneys drawn from the "appropriation for the purchase of woollens for 1825, *in advance," during the first three quarters of* 1824.

COMMISSARY GENERAL'S OFFICE, PHILADELPHIA, *November* 6, 1824.

1824.		
July 9.	Received Treasurer's draft, No. 7,969, (in part) - - -	$12,000 00

C. IRVINE, *Commissary General of Purchases.*

J. C. CALHOUN, Esq., *Secretary of War.*

No. 3.

Statement of moneys received and disbursed during the first three quarters of 1824, *on account of the "Purchasing Department."*

COMMISSARY GENERAL'S OFFICE, PHILADELPHIA, *November* 6, 1824.

To amount of sundry warrants issued by the Secretary of the Treasury in favor of Callender Irvine, commissary general of purchases, from the 1st January, 1824, to the 1st October following, as per statement No. 1,		$135,631 03
By amount of purchases during the first quarter of 1824, passed to the credit of the commissary general of purchases by William Lee, Esq., Second Auditor Treasury Department,	$23,977 97	
By amount of purchases during the second quarter of 1824,	69,317 62	
Amount of my accounts for the third quarter of 1824, now before the Second Auditor for settlement,	35,875 22	
		$129,170 81

C. IRVINE, *Commissary General of Purchases.*

J. C. CALHOUN, Esq., *Secretary of War.*

No. 4.

Statement of moneys received and disbursed during the first three quarters of 1824, *on account of the appropriation for the purchase of woollens in advance for* 1825.

COMMISSARY GENERAL'S OFFICE, PHILADELPHIA, *November* 6, 1824.

To amount of warrant (in part) issued by the Secretary of the Treasury in favor of Callender Irvine, commissary general of purchases, as per statement No. 2,		$12,000 00
By amount of purchases during the second quarter of 1824, passed to the credit of Callender Irvine, commissary general of purchases, by William Lee, Esq., Second Auditor Treasury Department,	$2,016 65	
By amount of purchases during the third quarter, now before the Second Auditor for settlement,	10,932 73	
		$12,949 38

C. IRVINE, *Commissary General of Purchases.*

J. C. CALHOUN, Esq., *Secretary of War.*

No. 5.

Comparative statement of the cost of clothing for the army of the United States, during the years 1823, '4, *and* '5.

Garments, &c.	Price in 1823.	Price in 1824.	Price in 1825.
Forage cap,	$ 40	$ 40	$ 40
Leather cap,	1 50	1 50	1 50
Oil-cloth cap cover,	45	45	45
Pompon,	20	20	20
Band and tassel,	12	12	12
Cockade and eagle,	6¼	6¼	6¼
Cap plate,	8	8	8
Cap scales,	60	60	60
Worsted wings, per pair,	55½	55½	55½
Gray cloth overalls,	2 27	2 27	2 20
Drilling overalls, privates,	87	87	76
Drilling overalls, sergeants,	1 01	1 01	90
Cotton jackets, with sleeves, infantry privates,	1 05	1 05	94
Cotton jackets, with sleeves, infantry sergeants,	1 22	1 22	1 11
Cotton jackets, with sleeves, artillery privates,	1 11	1 11	1 00
Cotton jackets, with sleeves, artillery sergeants,	1 28	1 28	1 17
Cloth jackets, with sleeves, artillery,	2 93	2 93	2 86
Cloth jackets, with sleeves, infantry,	2 82	2 82	2 75
Cotton shirts, privates,	72	72	65
Cotton shirts, sergeants,	75	75	71
Flannel shirts,	1 27½	1 27½	1 27½
Flannel drawers,	-	1 00	1 00
Fatigue frocks,	1 10	1 10	1 10
Fatigue trowsers,	78½	78½	78½
Laced bootees, per pair,	1 62	1 62½	1 58
Shoes,	1 25	1 25	1 25
Stockings,	40	40	35½
Socks,	25	21	18¾
Leather stocks,	14½	14½	14½
Blankets, woollen,	2 70	2 70	2 65
Great coats,	7 00	7 00	7 00
Infantry coats, privates,	5 81	5 81	5 81
Infantry coats, sergeants,	5 81	5 81	5 88
Infantry coats, musicians,	7 53	7 53	7 53
Artillery coats, privates,	6 00	6 00	6 00
Artillery coats, sergeants,	6 00	6 00	6 07
Artillery coats, musicians,	7 72	7 72	7 72
Guard coat,	-	-	7 68

COMMISSARY GENERAL'S OFFICE, PHILADELPHIA, *November* 6, 1824.

C. IRVINE, *Commissary General of Purchases.*

J. C. CALHOUN, Esq., *Secretary of War.*

G.

SIR: ENGINEER DEPARTMENT, *November* 20, 1824.

In pursuance of your instructions, dated the 1st inst., to report "the application of the appropriation of the last session, for fortifications, to the several works, and the expenditures necessary for their completion; and, also, a statement of the work performed on fortifications within this year, ending the 30th September last; the works remaining to be commenced, according to the plans of the board of engineers; the estimates of the board of engineers for those works; the progress of the board of engineers in its labors, comprehending the operations of the topographical engineers, from the commencement of the year; the progress of the board of internal improvements, comprehending the operations of the topographical engineers, under the act of the 30th of April last, to procure the necessary surveys, plans, and estimates, upon the subject of roads and canals; the act of the 24th of May last, to improve the navigation of the Ohio and Mississippi rivers; the act of the 26th of May last, for deepening the channel leading into the harbor of Presque Isle, and for repairing Plymouth beach; the condition of the Military Academy, including its present number, and the number which graduated last year; the amount drawn for the first three quarters of this year, under the several heads of appropriation, and the amount of accounts rendered and passed to the Auditor for settlement in the same period," I have the honor to make the following report, viz:

I beg leave to refer to the accompanying tables, numbered 1, 2, and 3, for part of the information above required.

No 1 exhibits "the application of the appropriation of the last session, for fortifications, to the several works, and the expenditures necessary for their completion." It shows that, of the amount appropriated, ($620,000,) the sum of $312,477 86 was expended in the first three quarters of the year, leaving the sum of $307,522 14 to be expended.

No 2 exhibits the amounts drawn for the first three quarters of this year, added to the amounts in the hands of agents on the 1st of January last, applicable to the several objects designated; and the amount of accounts relating to those objects, rendered and passed to the Auditor for settlement in the same period.

No 3 exhibits "the works remaining to be commenced, according to the plans of the board of engineers, and the estimates of the board of engineers for those works."

The work performed on fortifications within this year, ending on the 30th of September, will be found in the following summary statements, in relation to each fortification. Two of those fortifications (that at Brenton's Point, in the harbor of Newport, Rhode Island, and that at New Utrecht Point, in the harbor of New York,) were commenced this year.

The work at Brenton's Point was commenced under the authority of an appropriation of fifty thousand dollars, for purchasing the site and collecting materials. The site has been purchased and enclosed; the construction of a wharf, and other arrangements for collecting materials, have been commenced, and some materials have been collected.

The work at New Utrecht Point was also commenced, under the authority of an appropriation of fifty thousand dollars, for purchasing the site and collecting materials. The greater part of the land required for a site for this work is already owned by the United States. The small addition to be procured has not yet been obtained. The proprietor holds it at a price much above what is conceived to be its value; and several attempts to negotiate with him having failed, an appeal has been made, through the Governor, to the Legislature of New York, to appoint assessors to determine the value. Extensive arrangements for the collection of materials are in progress. The wharf has been repaired, and a railway, to extend from it to the top of the bank, a height of forty-five feet, has been commenced, together with trucks to be used upon it. Other arrangements have been made, and a few materials have been collected.

At Fort Monroe, the progress of the operations during the year has been steady and satisfactory. The work is of great extent, and yet all parts of it have been, in a more or less degree, advanced; and in some parts the main walls have been completed. Additional permanent quarters have been built, and the construction of a permanent hospital has been commenced.

It had been contemplated to lay the foundation of the walls of Fort Calhoun during this season, and arrangements were made accordingly, but they could not be carried into effect for the want of an officer to superintend them. No disadvantage, however, is likely to arise from the delay; on the contrary, if the mole (which is the pile of stones upon which the structure is to be built) has not thoroughly settled, which is possible, although not probable, there will be afforded additional time for it to acquire the requisite solidity.

The work at Mobile Point was conducted this year under favorable circumstances, and the results reported are very satisfactory, notwithstanding that some interruption was occasioned by the suspension of the operations at one of the brick-yards, which had been relied on for the supply of bricks. The difficulty of procuring bricks in sufficient quantities, and of proper quality, has heretofore constituted the chief obstacle to the prosecution of the work at Mobile Point. During the last year, the old brick-yards in the vicinity of Mobile Point have been enlarged and improved, and several new ones have been established. The effect of these changes is already manifest in the improvement of the quality, and the reduction of the price, of that material. The supply of materials on hand, with such additions as the existing sources of supply may be relied on to furnish, affords the fullest assurance that the difficulties heretofore experienced for the want of them are not likely to recur.

The operations at Chef Menteur have been very well advanced this year, although they have been retarded by the sickness which prevailed there during the summer and fall, which was so general that only one individual at the work escaped.

The sickness was still greater at Fort Jackson, on the Mississippi, and proved fatal to a number of workmen and military convicts employed at hard labor. In consequence of this circumstance, less work has been done than was expected; but arrangements have been made, calculated to impart additional vigor to the operations during the season favorable to their prosecution, and by that means to complete, before the ensuing spring, the expenditure of the residue of the appropriation.

I regret to state that the anticipation that Fort Delaware would be completed out of the appropriation of 1823 has not been realized. In making that representation in the report of last year, this department was governed by the report of Major Babcock, the superintending engineer; but experience has proved that his estimates were erroneous. It is also with regret that I state that the final inspection of the board of engineers upon the execution of the work has not been creditable to the officer. Besides the erroneous estimates, he had deviated from the plan in several particulars, to the injury of the work. His conduct was considered so reprehensible, that a court of inquiry, to investigate it, was ordered; and it being conceived that the opinion of the court laid the just foundation for further measures, a court-martial was ordered to try Major Babcock, on charges growing out of his conduct as superintendent; of which, however, he was acquitted, on the belief of the court that the errors were errors of judgment, and not intentional.

The occurrence has been one of mortification to the department, but it feels a thorough conviction that Fort Delaware is the only one of the fortifications which, on final inspection, will be found to be defective either in workmanship, or in the want of conformity to the plans. This particular work was commenced at an early period, before the commencement of the present system; and the errors that have been committed may, at least in some degree, be attributed to the incomplete state of the system under which it was commenced.

The foregoing exhibits the progress of the fortifications during the year, with the exception of some repairs that were made to Castle William, in New York harbor.

The officers composing the board of engineers for fortifications have been engaged, during this year, chiefly in the duties of the board for internal improvements, of which also they are members. During the early part of the year, they were employed in the consideration of a project for the defence of the eastern section of the coast of Maine; in preparing plans and estimates for fortifications for Portland, in Maine; Portsmouth, in New Hampshire; Beaufort and Cape Fear river, in North Carolina; and Charleston, in South Carolina. They also inspected Fort Delaware and Fort Washington. A portion of the topographical engineers, under their instructions, have been employed in the prosecution of surveys at St. Mary's, on the Potomac; on the Patapsco; and in the harbor of Charleston, in South Carolina, and its vicinity; and, also in the preparation of drawings relating to those surveys, and to others previously made.

Under the act of Congress of the 30th of April last, "to procure the necessary surveys, plans, and estimates upon the subject of roads and canals," the board of engineers for internal improvements have made the requisite examinations in relation to routes for canals contemplated to be established between the Chesapeake and Ohio, the Ohio and Lake Erie, (east of Cuyahoga and Great Beaver,) the Allegany and Susquehannah, the Susquehannah and Schuylkill, the Delaware and Raritan; and are now engaged in examining the routes between Buzzard's and Barnstable bays, and Narraganset bay and Boston harbor. The requisite surveys in relation to the above have been commenced by a portion of the topographical engineers, and by civil engineers, on the route between the Chesapeake and Ohio; and the greater part of those on the eastern slope have been completed.

Under the act of the 24th May last, to improve the navigation of the Ohio and Mississippi rivers, arrangements were prepared, under the superintendence of an officer of the topographical engineers, to carry into effect the first section, by making one of the required experiments over the sand-bar below Henderson, being one of those designated; but the river, when at its lowest stage last summer, being much higher than the ordinary level at the lowest stage, it was conceived that a fair experiment could not be made, and it was accordingly postponed until the state of the river should be more favorable. To carry into effect the second section, a contract has been made with Mr. John Bruce, of Kentucky, to remove all snags, sawyers, and planters in the Ohio, between Pittsburg and its junction with the Mississippi; and in the Mississippi, between the mouth of Missouri and New Orleans; the execution of which, during its progress, will be superintended by an officer of the corps of engineers, who has been ordered to Pittsburg to be in readiness for that service.

Under the act of the 26th of May last, making appropriations for deepening the channel leading into the harbor of Presque Isle in Pennsylvania, and for repairing Plymouth beach in Massachusetts, officers of the corps of engineers were assigned to superintend the fulfilment of those objects, but were prevented by unavoidable circumstances from entering upon their respective duties before the month of August. It was found, after collecting materials, and making other preliminary arrangements at Presque Isle, that the season had advanced too far, and the weather had become too cold, to authorize the commencement of the construction, the first stage of which would be driving piles, an operation that would require exposure in the water. The construction at Presque Isle, therefore, will not be commenced until the next spring, unless it should be found to be practicable to drive the piles through the ice in the ensuing winter. The success of a partial experiment, lately made, has thoroughly satisfied the engineer having the superintendence of the work of the feasibility and efficiency of the plan to fulfil the purposes for which it is intended.

The repair of Plymouth beach, although commenced too late to admit of its being completed this season, has been three-fourths finished, and has put the beach in a condition to afford very important, if not adequate, protection to the harbor, for the present.

The Military Academy not only continues to sustain the high character for discipline and scientific attainment which was exhibited in the last annual report, but has evidently improved in its general condition. At the last June examination, before a numerous and scientific board of visiters, a very favorable exhibition of the attainments of the cadets confirms this opinion. The number of cadets now at the academy is two hundred and fifty-four, and the number of those which were graduated and promoted into the army last year is thirty-one.

Notwithstanding the Military Academy progresses with remarkable success under the present system established for its government by the War Department, it is evident that the institution is susceptible of further improvements in its organization. These improvements have suggested themselves in the course of experience, and can be effected by legislative provision only.

This subject has been particularly noticed by the board of visiters who examined the Military Academy in June last. I take the liberty of presenting, herewith, a copy of their report, marked No. 4, with extracts from their journal of proceedings, numbered 5, 6, and 7; and beg leave to refer you to them, and also to my report and the accompanying documents on the same subject, dated the 21st of February last, which have been published among the State Papers of the 1st session of the 18th Congress, in the 6th volume, article No. 111.

From the growing importance, as well as from the extension of the duties assigned to the Engineer Department, it is evident that the number of officers attached to it is inadequate to the fulfilment of all that is required of it; and, in consequence, the department is under the necessity of employing individuals in civil life, at a rate of compensation far above that paid to the regular officers of the department. I therefore respectfully submit to your consideration whether, under the increasing demands for the services of the engineers, an augmentation of their numbers would not at this time be expedient, both on the score of economy and the faithful execution of the enlarged duties required of the department. The whole number of the officers of the corps of engineers is twenty-two, and of the topographical engineers, ten; a small number, when compared with the importance, extent, and variety of objects committed to the direction of the Engineer Department.

Respectfully submitted.

ALEX. MACOMB, *Maj. Gen., Chief Engineer.*

The Hon. J. C. CALHOUN, *Secretary of War.*

No. 1.

Exhibiting the application of the appropriation of the last session, for fortifications, to the several works, and the expenditures necessary for their completion.

Designation of the several fortifications.	Application of the sums appropriated in 1824.				Expenditures necessary for their completion.
	Amount appropriated.	Amount issued from the Treasury in the first three quarters.	Amount expended in the first three quarters.	Amount applicable to the fourth quarter.	
Fort at Brenton's Point, harbor of Newport,	$50,000	$28,500 00	$24,811 11	$25,188 89	$680,166 52
Fort at New Utrecht Point, harbor of New York,	50,000	5,000 00	2,077 63	47,922 37	374,995 32
Fort Monroe,	95,000	74,296 85	71,447 49	23,552 51	426,459 02
Fort Calhoun,	90,000	55,445 68	39,058 73	50,941 27	348,638 87
Fort at Mobile Point,	125,000	76,071 33	66,731 36	58,268 64	380,387 28
Fort at Chef Menteur,	100,000	78,527 82	66,899 04	33,100 96	158,124 43
Fort Jackson, at Plaquemine Turn,	110,000	54,029 16	41,452 50	68,547 50	244,497 23
	$620,000	$371,870 84	$312,477 86	$307,522 14	$2,613,268 67

Remark.—The expenditures under the appropriation of this year, although stated for the first three quarters, were necessarily made, principally, in the third quarter; because the appropriations, from the lateness of the period they were made, were not available until late in the second quarter. This will explain why the amount expended has not been greater.

No. 2.

Exhibiting the amounts drawn in the first three quarters of this year, added to the amounts in the hands of agents on the 1st of January last, applicable to the several objects designated; and the amounts of accounts relating to those objects, rendered in the same period, and passed to the Auditor for settlement.

Designation of the objects.	Aggregate of the amount in the hands of the agents on the 1st of Jan. last, and the am'ts drawn in the first three quarters of 1824.	Amounts of accounts rendered for the first three quarters of 1824, and passed to the Auditor for settlement.
Fort at Brenton's Point, harbor of Newport,	$28,500 00	$24,811 11
Fort at New Utrecht Point, harbor of New York,	5,000 00	2,077 62½
Fort Delaware,	17,412 84	17,437 05
Fort Washington,	10,958 46	10,222 82½
Fort Monroe,	101,076 83	101,583 48
Fort Calhoun,	57,102 09	39,058 73
Collecting materials for a fort at Mobile Point,	5,000 00	5,000 00
Fort at Mobile Point,	105,644 49	87,373 68½
Fort at Chef Menteur,	93,909 04	66,899 04
Fort Jackson, at Plaquemine Turn,	60,533 70	41,452 50
	485,137 45	395,916 04½
Topographical reconnoissances, repairs, and contingencies,	12,172 49	7,406 12
Military Academy,	10,080 00	8,964 12
Purchase of Gridley's farm,	10,000 00	10,000 00
To procure the necessary surveys, plans, &c. upon the subject of roads and canals,	16,379 00	1,994 12½
To improve the navigation of the Ohio and Mississippi rivers,	2,575 00	
For deepening the channel leading into the harbor of Presque Isle,	1,000 00	1,104 56½
For repairing Plymouth beach,	10,000 00	
	$547,343 94	$425,384 97½

Remarks.—The difference between the amount drawn and the amount expended at Fort Calhoun was occasioned by the suspension (in consequence of there being no officer to superintend their execution) of operations contemplated to be carried on in the third quarter. The operations at Mobile Point, and at Fort Jackson, being retarded during the summer was the cause of the differences between the amounts drawn and the amounts expended at those places. The difference at Chef Menteur arises from the accounts of the third quarter not having been rendered, in consequence of the sickness of the officer.

The surveys for roads and canals are still going on, and the accounts relating to them will not be rendered before they are stopped for the season.

The rendition of the accounts for Plymouth beach has been delayed until the operations should be closed for the season.

No. 3.

Exhibiting the works projected by the Board of Engineers which have not been commenced, and the estimates of their cost.

First class.—To be commenced as soon as possible.		Second class.—To be commenced at a later period.		Third class.—To be commenced at a remote period.	
Designation of the works.	Estimate of their cost.	Designation of the works.	Estimate of their cost.	Designation of the works.	Estimate of their cost.
Fort St. Philip, Louisiana,	$77,810 79	Fort at Grande Terre, La.	$264,517 52	The rafts to obstruct the channel between Forts	
Battery at Bayou Bienvenue,	94,582 30	Tower at Passe au Heron, Mobile bay, - -	16,677 41	Monroe and Calhoun,	$240,568 00
Fort at Soller's Point flats, Patapsco river, -	673,205 44	Tower at Bayou Dupré, -	16,677 41	Fort, Craney Island flats,	258,465 00
Fort Tompkins, New York,	420,826 14	Fort at Hawkins' Point, Patapsco river, -	244,337 14	Fort at Newport News,	244,337 14
Redoubt in advance of ditto,	65,162 44	Fort at St. Mary's, Potomac river, - -	205,602 33	Fort on Naseway Shoal,	673,205 44
Fort at Wilkins' Point, N.Y.	456,845 51	Fort opposite Pea Patch, Delaware river, -	347,257 71		$1,416,575 58
Fort at Throg's Point, N.Y.	471,181 53	Fort at Middle Ground, outer harbor, N. York,	1,681,411 66		
Fort at Dumpling's Point, Rhode Island, - -	579,946 57	Fort at East Bank, ditto,	1,681,411 66	RECAPITULATION.	
Fort at Rose Island, R. I. -	82,411 74	Fort Hale, Connecticut, -	31,815 83		
Dike across W. Passage, Narraganset Roads, -	205,000 00	Fort Wooster, ditto, -	27,793 34	1st class, 10 works, -	$3,126,972 46
	3,126,972 46	Fort Trumbull, ditto, -	77,445 21	2d class, 12 works, -	4,727,177 63
		Fort Griswold, ditto, -	132,230 41	3d class, 4 works, -	1,416,575 58
			4,727,177 63		$9,270,725 67

Remark.—The classification in this table, distinguishing three periods, exhibits the works enumerated in the order of their efficiency to meet the earliest possible emergency.

No. 4.

Sir: United States Military Academy, West Point, *June* 19, 1824.

In compliance with your invitation, the undersigned, acting as a board of visiters, have attended the examination of this institution, and have now the honor to report their proceedings, which will be found in the annexed journal, to which they add the following remarks:

1st. The position of the United States Military Academy combines advantages possessed by few, if any, other places, for the preservation of health, the enforcement of subordination, and the attainment and diffusion of knowledge in the elementary and higher branches of fixed and moral science, all important to our civil institutions, military defence, and national character. The cadets, coming from every section of the country, contribute much, in their mutual and united efforts in the pursuit of this knowledge, to the extirpation of local prejudices and sectional antipathies; and they carry with them, in return, feelings and principles of enlarged patriotism, with habits of temperance and industry, added to an education the most useful to themselves and to the republic, for whose service they are destined.

2d. The examination, generally, has been conducted with a patient minuteness, that has given to each cadet ample means to develop the character and extent of his acquirements in the various branches of study. Every individual of the first and second, and most of the third class, afforded undoubted evidence of previous application, and approved progress in their studies and other duties assigned to them, respectively. The cadets not only afforded satisfactory evidence of their accurate knowledge of the most important branches of the fixed sciences, upon which they were extensively examined, but many of them exhibited, moreover, a facility and perspicuity of expression and illustration, manifesting the most promising traits of a rich elocution. Among the cadets belonging to the upper classes, the shades of difference in their attainments, and by which their relative rank is fixed, appear, in many cases, to be so slight as to render it difficult for the board of visiters to settle the question of rank; they, however, concur in the opinion, that the arrangement of each class, in the accompanying catalogue, is substantially correct.

3d. The course of instruction in the French language appears to have resulted in giving the several classes a good knowledge of its grammar, and a facility in rendering the sentences into English, sufficient to enable them to pursue their military studies, without inconvenience, in that language.

4th. In the drawing school, the board has examined numerous and very satisfactory examples of proficiency in topography, landscape, and plan drawing.

5th. The important advantages arising from the connexion of mathematical science with military education being universally acknowledged, it is a cause of peculiar satisfaction to the board of visiters to be enabled to state, that in every branch of mathematical knowledge which has occupied the attention of the cadets, the most satisfactory proofs have been afforded that their attainments reflect honor upon themselves and the institution in which their education is received. An accurate and familiar acquaintance with this essential part of the course of education is not merely derived from the immediate examination of the abstract mathematics, but the inference is also forcibly and conclusively deduced from the readiness and facility with which they have been applied to the various branches of natural philosophy. In the pure mathematics, the evidences of their advances are derivable from the accuracy and rapidity of their operation upon the black board; the ease with which the various substitutions arising out of the different values in the calculations have been effected; the variety of expression necessary to be employed; the methodical arrangement in the demonstrations of the propositions, the correctness of the results, and the intelligence evinced in assigning the rationale for every step of the operation. A close attention to the examinations has convinced the board that the cadets are familiarly acquainted with a considerable portion of differential and integral calculus, the application of algebra to geometry, the two trigonometries, descriptive geometry, and the other parts of elementary mathematics. If it were necessary to refer to any particular portion of the mathematical course, we would, with satisfaction, allude to the discussion of curved lines and transformation of rectilinear co-ordinates; the general discussion of the equations to the three distinct classes of curves of the second order; to the fine theory

of perspective; the application of the differential calculus to the theory of curved surfaces and to transcendental curves; and that of the integral calculus to the quadrature of curves, and their rectification to curved surfaces, and the measurement of their volumes.

The ready application of mathematical knowledge to every section of natural philosophy, to military and civil engineering, has afforded the most ample proofs that the means of deriving practical utilities from physical science are possessed by the cadets of the institution. The variety, range, difficulty, of the questions proposed by the examiners, the general correctness and judgment in the answers, the evident ease and facility of reply, connected with a logical precision, which could only be obtained by patient and intense application of the mental powers, are accurate tests that the different sections of this important branch of the course have been conducted with skill and perseverance. Where so much excellence has been apparent, it is, perhaps, unnecessary to allude to any particular department of the physical course. We will, however, presume to affirm that the propositions relating to accelerated and retarded motion, to the theory of projectiles, strength of materials, theory of arches, spouting of fluids, oscillation of floating bodies, and physical astronomy, were illustrated and demonstrated under circumstances of peculiar excellence. The propositions relating to the attraction of solids, from Newton's Principia, were demonstrated with much ability.

It accords with the sentiments of the board to state, that the attainments witnessed in the mathematical and physical classes were, if possible, discovered in a higher order in the sections of military and civil engineering. It was satisfactorily exhibited, by the diversity of questions proposed, that the very essential knowledge relating to mortars, cements, uses of wood, its defects, construction of arches, and determination of the voussoirs on the principles of descriptive geometry to the mode of constructing roads, head-gates of dams, locks, and canals, uses and relative strengths of the different kinds of iron, classification of soils in regard to foundations, and the operation of piling, had been acquired.

It will, perhaps, assist in forming conceptions of the acquirements of the class, by stating a few propositions, to whose constructions and demonstrations the board gave the strictest attention.

In *civil engineering*, to explain the *appareil of a groin*, formed by the intersection of an *annular* vault with a *radient* vault; to explain the appareil of the common groin and of the cloistered ceiling; to explain the appareil of an oblique rampart vault.

In *military engineering*, to explain the *defilement* of a fortified front on irregular ground; to explain Mouze's system of mines, and the theory of mining generally; to explain the construction of Mouze's front in fortification.

In all the demonstrations and elucidations of civil and military engineering, the evident and important advantages arising from the course of descriptive geometry adopted in the academy were forcibly exposed. In this branch, the profound attainments possessed by the cadets were exhibited in a high degree of perfection, by the constructions performed on the black board. The precision in drawing the lines by hand, without the assistance of rulers, and the correct relative proportions of the parts of the figures, are proofs of judgment and much industry.

The exhibition which the class of engineering has made before the board, of the general principles of theoretic military defence, and civil and military constructions, has been highly satisfactory. The course of instruction in this class embraces—

1st. A development of the theory of that description of the science of war which depends upon the selection of proper positions for defence by fortifications, and upon the planning and adaptation of these works to the positions, including the estimates of the expense of construction, called engineering.

2d. An illustration of the maxims of military defence and offence.

3d. A theoretic explanation of the construction of fortifications and of civil constructions, embracing canals, roads, bridges, and public edifices.

4th. The graphic execution of the various systems of plans for these constructions and for ornamental architecture. In the demonstration of which we have seen the application of descriptive geometry, and modern simplification of perspective and plane drawing, and of resolving solids and their sections to planes. In the course of this examination of this class, the large majority have discovered an intimate acquaintance with the theories as laid down in the text books, or explained by the professor and assistant.

This course is the first step of application of the mathematical theory to that description of practice which is essential to a just arrangement, in the minds of students, of the theory of engineering to practical use; and, when we consider the rising demand in our country for civil engineers, we must admit that the full endowment of this branch of study would be a great national economy; we therefore would advise that, to this course, there should be added the mathematical execution of models in stone cutting, and carpentry and machine making, to effect which it would be necessary to provide a workshop, tools, and materials, a teacher in machine draughting, and a master model-maker, two assistant teachers of engineering, and a drawing chamber and a modelling room, both to receive light from the ceiling. We are of opinion that the grade of merit in the academic scale of this branch is too low to excite a proper degree of emulation in the whole graduating class to obtain eminence in the minute parts of the course; especially when it is considered that this is the peculiarly professional branch for which the institution was first intended, and also that eminence in attainment in this department fixes the cadet's particular pursuit in life. We would also observe that it does not appear to us as desirable to continue the practice of taking cadets in this course for assistant teachers in other branches; such employment deprives the best of them of the time to give an undivided attention to the course. It were better, as a general rule, to offer sufficient inducement to graduates to take the station of assistant teachers.

In the course of natural and experimental philosophy, the theory of mechanics and of astronomy, and of physics generally, has been ably illustrated by the class pursuing this branch at the black board. But it appears to us that more attention should be paid to the practical illustration of this course, especially in astronomy; to which desirable end a further endowment of the profession is requisite in an increased number of instruments and apparatus, such as are exhibited upon an accompanying memorandum of those now in the academy, and such, also, as we conceive to be necessary to add to the present collection.

In the department of history, moral science, and geography, the board observe that the students have acquired a commendable collection of facts; but the board feel it a duty to state that the minds of these young men do not appear to have been sufficiently directed to a philosophical view of these branches of history and moral science. For the more convenient accommodation of the professors of chemistry and philosophy, in giving instruction to their classes, the board deem it desirable to have two rooms constructed and added to the present academy, of about forty by thirty feet each, the expense of which would be about $4,000.

Comfortable quarters are wanting for the professor of chemistry, and for the officer of the staff connected with the supplies, transportation, and keeping the academic property. Such quarters could be erected for about $6,000.

The *discipline* of this institution is of the first order. Its excellence is demonstrated—

1st. By an exemplary *police*, pervading every department from the kitchen to the barracks, from the necessary refreshments of the table to the higher vocations of the military and academic staff.

2d. By the various courses of instruction, as well moral as scientific and military, both theoretical and practical; affording conclusive evidence of zeal, vigilance, and superior qualifications on the part of the superintendent, and great industry, subordination, and promise on the part of the cadets.

The drill.—The position of the cadets under arms, and their movement in company and battalion exercise, were found to be strictly conformable to the regulations governing them, and to present an aspect of regular tactical knowledge on the part of the cadets, unequalled by any troops the board of visiters have ever seen. The evolutions of the line were performed with all the accuracy and professional ability that the very limited number of cadets could possibly admit. The field artillery, as well as the rifle exercise, were likewise performed in a manner highly creditable to the institution.

We have the honor to be, very respectfully, your obedient servants,

EDMUND P. GAINES,
Major General, and President of the Board.
JOSEPH S. JOHNSTON,
THOMAS LEVINS,
JOHN CHESTER,
A. S. H. BURGESS,
JOSEPH G. SWIFT,
HENRY R. WARFIELD,
N. TOWSON,
JAMES T. AUSTIN,
WILLIAM H. SUMNER.

To the SECRETARY OF WAR.

No. 5.

Extracted from the Journal of the board of visiters.

The subjects which were before the board on the last evening were resumed, and, after discussion, it was unanimously

Resolved, as the opinion of this board, That suitable provision ought to be made by law for the establishment of a professorship of chemistry and mineralogy, upon a similar foundation to the other professorships of the academy.

2d. *Resolved*, That suitable provision ought to be made by law for equalizing the pay and emoluments of all the professors of the Military Academy.

3d. *Resolved*, That it is expedient that a highly accomplished chaplain and teacher of ethics should always be employed in the Military Academy, who, in addition to his other duties, may be required to instruct the cadets in grammar and English composition.

No. 6.

Apparatus required for the Military Academy.

Pneumatic apparatus.—Electrical machine, with its accompanying apparatus; six mountain barometers; rain and wind gauges, and hygrometer; air pump, with its accompanying apparatus; Leslie's differential thermometer.

Galvanic apparatus.—Atwood's machine; apparatus for the collision of bodies; pendulum apparatus.

Instruments for surveying.—Pentagraphs; set of levelling instruments.

Optical apparatus.—Two repeating circles; three of Hadley's sextants, graduated to ten seconds; a mural quadrant; orrery and planetarium; instruments to illustrate horology and dialling; portable equatorial instrument; camera obscura; photometer.

Hydrostatic apparatus.—Full sets of models for hydrodynamics; hydrometers; models to illustrate the construction of canals, locks, and sluices; models for arches and the different modes of centering; models to illustrate the strength of various materials; models to illustrate the friction of wheel carriages.

Chemical apparatus.—A hydropremiatic apparatus, with gas-holders, receivers, deflagrating jars, &c., complete; apparatus for submitting gases to the action of electricity, (see plate 9, fig. 84, Henry's Chemistry;) apparatus for procuring gases without the possibility of their escaping into the room, (see plate 2, fig. 17, Henry;) four galvanic troughs, in addition to the two now belonging to the academy, or Hare's calorimeter and deflagrator; Leslie's photometer; an oval copper boiler, for exhibiting the most important facts respecting latent caloric, (see plate 5, fig. 46, Henry;) an oxygen and hydrogen blowpipe; Wedgewood's pyrometer.

No. 7.

Extract from the Journal of the board of visiters.

The committee who were appointed to take into consideration the expediency of equalizing the rank, pay, and emoluments of the several principal professors of the Military Academy, the subject of the pay and emoluments of the several assistant professors and teachers, and that of the superintendent, with instructions to report what ought hereafter to be allowed to each for their services, have made diligent inquiries into all the subjects committed to them, and are fully satisfied that the preservation of that harmony among the instructors, which is important to the success of a literary institution, and the substantial and permanent advantages of the institution itself, require that the principal professors in each branch of instruction should stand on the same footing, both as it regards their rank and pay.

There are many considerations in favor of such an arrangement, which will readily present themselves to the board; the most prominent of which is, that every professor will in consequence be content to remain in that station to which he shall be appointed, and for the duties of which, after long experience in the same, he is best qualified. Whereas now, every vacancy which happens in a branch, to the professor of which higher rank and emoluments are attached, causes each of those of subordinate grade to seek promotion, and their known qualifications are such that the selection will most probably be made from among them; consequently, successive vacancies take place in the subordinate professorships, to all of which new appointments must be made of persons who in all cases are less qualified than their predecessors for the performance of the duties required by their new offices. However much the present organization and the practice under it may tend to the diffusion of general knowledge among the professors in every branch of science, yet there can be but little doubt that the effect is to prevent the attainment of that elevated standard in each, which the course of instruction prescribed for the institution requires.

Your committee, therefore, on this part of their inquiry, recommend that all the professors of the academy (including the professor in the branch of chemistry and mineralogy which the board have recommended should be organized) shall, during their continuance in office, have the brevet rank, pay, and emoluments of majors of cavalry; and that each assistant professor shall, during his continuance in office, have the brevet rank, pay, and emoluments of a captain of infantry, if not an officer of the army; and if taken from the army, then so much in addition to his pay and emoluments as shall be equal thereto.

On the subject of the employment and compensation of the other teachers and assistants at the academy, your committee recommend that the principal teacher of the French language should have the brevet rank, pay, and emoluments of a major of infantry; and that there should be two assistant teachers, with the rank, pay, and emoluments of captains of infantry; that the teacher of drawing should have the rank, pay, and emoluments of a captain of infantry, and the sword and riding master that of a lieutenant of infantry; that there should be employed one modeller, with the pay of fifty dollars per month; one fire-worker and one armorer, with the pay of thirty dollars per month each.

Your committee also recommend that the superintendent should be authorized, under the direction of the Secretary of War, to enlist one sergeant, two corporals, and twelve privates, to be employed as laborers in the service of the academy, and who shall have the same pay and emoluments as are allowed to non-commissioned officers and privates of the army. The necessity of this provision is strongly recommended for the purpose of carrying into effect the police arrangements of the institution, assisting the several professors in their various experiments, taking charge of the halls, of the barracks, the laboratory, and public rooms, the actual inspection of which by the board your committee think must have convinced them of the necessity of some alterations in this branch of economy. Laborers must be employed for these and other necessary purposes; and the expense by the mode proposed will be less than by any other, while the responsibility and subordination of the persons employed will be greater.

Your committee have made special inquiry into the duties of the officers of the army who are detailed for duty at the Military Academy, and are fully of the opinion that there are but few, if any, officers of whom so much extra service is required. Their police duties, as superintendents of the different barracks, are of the most irksome and unpleasant kind, and their confinement almost incessant:

Wherefore it is recommended that each officer so detailed shall be allowed ten dollars a month in addition to his pay in the line.

In deciding upon the course which it was proper for them to pursue on the subject of the allowances which are made to Lieutenant Colonel Thayer, the superintendent, of whose attainments in science, as well as of whose diligence, impartiality, and economy in the administration of the affairs of the academy, they cannot express themselves in terms too strong for their belief, the committee are under some embarrassment. The information they have obtained, as well as their own observation, convinces them that there is no literary institution in the country which is so attracting to strangers and foreigners as this, most of whom, when they visit it, are introduced, by letter or otherwise, to the notice and attention of the superintendent. The rules of the academy also prevent the cadets from leaving it, excepting under special circumstances, more than twice during their academic course, to see their parents and friends. This necessarily makes the visits of those who are most interested in the health and prosperity of the pupils more frequent here than at any other seminary. The officers of the army, also, who are the graduates of the academy, seek opportunities of paying their respects to their old instructors, and of indulging in all those delightful associations and reflections which a visit to this distinguished seat of science must always create. From these, and many other causes connected with his situation, which expose the superintendent to very unusual expenses for an officer of his rank, your committee are most deeply impressed with the necessity of increasing the emoluments derived from his present rank and station. But the modesty and devotedness to the interests of the institution of which he has the charge has led the superintendent, in the most urgent manner, to solicit of the committee that no motives personal to himself or relating to his duties or obligations should induce them to bring his situation into the public consideration.

While, on the one hand, the committee would most willingly comply with Colonel Thayer's requests, when the public interest was not concerned, so, on the other, being sensibly impressed with its superior obligation, they feel themselves imperiously bound to reject all personal considerations in this, as they have in every other case which has been the subject of their inquiry, and to govern themselves by the true and permanent interests of the institution, without regard to that of the individuals who may be affected by the measures they have recommended. They are fully convinced that the public justice, as well as its interests, demand an increase of the superintendent's emoluments. They, therefore, recommend that hereafter the superintendent of the Military Academy, during his continuance in office, be allowed the rank, pay, and emoluments of an inspector general.

H.

SIR: ORDNANCE DEPARTMENT, WASHINGTON, *November* 25, 1824.

In compliance with your instructions of the 1st instant, I have the honor to communicate, herewith, the papers numbered 1, 2, 3, 4, 5, and 6, containing the statements required, viz:

No. 1 exhibits an account of the remittances, through this department, in the year 1823; showing the amount, under each head of appropriation, received by each disbursing officer; the amount of accounts rendered by them; and the balances remaining in the hands of each at the close of the year. By this statement it appears that the total amount of money remitted through this department, in the year 1823, was - - - $666,460 84

The amount of accounts rendered and settled, during the same time, - - - 639,157 55

The balance remaining in the hands of disbursing officers at the close of the year, - 27,303 29

and that the whole of this balance was accounted for in the first quarter of the present year; no case of defalcation having occurred during the year.

No. 2 exhibits an account of the moneys transmitted to the several disbursing officers, at the armories and arsenals, during the first three quarters of the present year; the amount of the accounts rendered by them during the same period; and the balances remaining unexpended in the hands of each at the close of the third quarter.

By this statement it appears that the total amount of moneys transmitted was - - - $354,387 41

The amount of accounts rendered, - - - - - 339,101 84

The amount remaining unexpended in the hands of disbursing officers at the close of the third quarter, and applicable to the fourth quarter, - - - - 15,285 57

The accounts of all the disbursing officers and agents of this department have been rendered up to the 30th of September last, and have been deposited in the Auditor's office for settlement.

No. 3 shows the number and description of arms and accoutrements procured, and of the expenditures made, under the act for arming and equipping the militia, during the first, second, and third quarters of the present year.

The arms procured are as follows, viz: 7,485 muskets, 2,800 rifles, and 17 pieces of ordnance, with cannon balls, accoutrements, &c.

The amount drawn from the Treasury on this account is - - -	$142,341 08
Amount collected on account of advances made on contracts, prior to the year 1819, -	8,930 00
Total amount,	$151,271 08

No. 4 exhibits an apportionment of the arms procured under the law for arming the militia, during the year 1823; by which it appears that fifteen thousand stands of arms have been apportioned to the militia of the several States and Territories, in quotas proportioned to the number of militia in each, respectively. The arms embraced in this apportionment have not yet been distributed, except in a few instances; but they are all in readiness for delivery, and will be distributed whenever required by the proper authorities of the respective States, to whom they are due.

Of the arms which were apportioned prior to 1823, and remained undistributed at my last annual report, about twenty-seven thousand have been delivered; leaving about four thousand yet to be delivered, and which are waiting the orders of the States to which they are due.

No. 5 exhibits an account of the work done, and supplies procured, at the several armories and arsenals, from the 1st of October, 1823, to the 30th of September, 1824.

By this statement it will be seen that 23,859 muskets have been manufactured at the national armories during the year. This number is equal to the average annual product of the armories, but is less than the product of the last year by about two thousand stands. This diminution has been occasioned by fires, which destroyed one of the principal workshops at each of the armories, in the early part of the year. The damages occasioned by these fires have since been repaired, and both armories are now in full and complete operation.

In addition to the particulars exhibited in this statement, much other business has been done, which cannot be stated in a tabular form; such as the repair and preservaiton of the arsenals, workshops, and enclosures; the improvement of the public grounds, and the preservation of the depots generally. These objects have received due attention, and the public buildings, and other property pertaining to this department, are generally in a good state of preservat ion.

No. 6 shows the kind and quantity of ordnance and ordnance stores issued from the arsenals and depots, for the supply of the army and military posts, during the first three quarters of the present year.

By the latest returns from the lead mines on Fever river, which embrace the period from October 1st, 1823, to June 30th, 1824, it appears that, during that period, 138,644 pounds of lead have been produced; and that 17,222 pounds have been delivered to the United States, on account of rents, and deposited in the public storehouses at St. Louis. The number of lessees at work during the same period was ten. No leases have been granted, and no mines have been worked, on public account, in any other section of the country than those above stated, on Fever river.

I have the honor to be, sir, very respectfully, your obedient servant,

GEO. BOMFORD, *Lieut. Col. on ordnance service.*

Hon. JOHN C. CALHOUN, *Department of War.*

No. 1.

Statement of the money expended through the Ordnance Department in the year 1823.

Officers' names and stations.	Appropriations. For national armories.	For the current expenses of the ordnance service.	For arsenals.	For cannon, shot, &c.	For arming & equipping the militia.	Total amount remitted.	Amount expended and accounted for in 1823.	Balances remaining unexpended in the hands of disbursing officers, Dec. 31, 1823.	Remarks.
John Chaffee, armory, Springfield, Mass.	186,824 19	-	-	-	1,341 15	188,165 34	182,749 05	5,416 29	Balance accounted for in 1st quarter of 1824.
John P. McGuire, W. P. Craighill, do Harper's Ferry, Va.	194,368 45	-	-	-	-	194,368 45	184,615 47	9,752 98	Balance accounted for in 1st quarter of 1824.
Lt. J. W. Thompson, arsenal, Watertown, Mass.	-	4,433 78	-	-	187 13	4,620 91	3,758 12	862 79	Balance accounted for in 1st quarter of 1824.
Maj. J. Dalliba, do Watervliet, N. Y.	-	8,928 56	2,400 00	-	200 00	11,528 56	10,511 49	1,017 07	Balance accounted for in 1st quarter of 1824.
Lieut. J. Simonson, do Rome, N. Y.	-	610 32	-	-	-	610 32	381 74	228 58	Balance accounted for in 1st quarter of 1824.
Lieut. J. Monroe, do New York,	-	1,434 12	-	-	-	1,434 12	1,295 81	138 31	Balance accounted for in 1st quarter of 1824.
Lieut. M. Thomas, do Frankford, Penn.	-	3,098 18	19,000 00	-	6,981 30	29,079 48	27,650 40	1,429 08	Balance accounted for in 1st quarter of 1824.
Capt N. Baden, do Baltimore, Md.	227 42	2,474 36	-	-	-	2,701 78	2,531 64	170 14	Balance accounted for in 1st quarter of 1824.
Lieut. G. S. Drane, do Pittsburg, Penn.	-	10,390 96	261 48	-	1,637 14	12,289 58	10,154 54	2,135 04	Balance accounted for in 1st quarter of 1824.
Lieut. C. Ward, do Newport, Ken.	-	50 00	-	-	-	50 00	50 00		
Lt. W. E. Williams, do Greenleaf's Point,	-	2,926 32	8,000 00	906 61	399 67	12,232 60	10,351 64	1,880 96	Balance accounted for in 1st quarter of 1824.
Lieut. T. J. Baird, Capt. D. T. Welch, do Richmond, Va,	-	1,097 43	-	-	769 01	1,866 44	1,214 20	652 24	Balance accounted for in 1st quarter of 1824.
Lieut. J. Symington, do Charleston, S. C.	-	500 00	-	-	-	500 00	159 07	340 93	Balance accounted for in 1st quarter of 1824.
Capt. M. M. Payne, do Augusta, Geo.	-	5,099 75	1,600 00	-	245 84	6,945 59	3,933 65	3,011 94	Balance accounted for in 1st quarter of 1824.
Lieut. J. A. Adams, do Baton Rouge, La.	-	1,650 54	1,423 85	-	-	3,074 39	3,025 34	49 05	Balance accounted for in 1st quarter of 1824.
J. Whistler, do Belle Fontaine, Mo.	-	53 96	-	-	-	53 69	41 86	11 83	Balance accounted for in 1st quarter of 1824.
S. Perkins, do Detroit, M. T.	-	468 66	-	-	-	468 66	262 60	206 06	Balance accounted for in 1st quarter of 1824.
John Mason, for cannon, howitzers, &c.	-	-	-	369 63	-	369 63	369 63	-	Payments due on audited accounts.
R. L. Stevens, for elongated shells,	-	2,565 50	-	-	-	2,565 50	2,565 50	-	Payments due on audited accounts.
John Clarke & Co., for shot and shells,	-	1,195 13	-	-	4,081 16	5,276 29	5,276 29	-	Payments due on audited accounts.
Sundry contractors, for small arms, &c.	-	-	-	-	185,056 00	185,056 00	185,056 00	-	Payments due on audited accounts.
Sundry persons, for balances due on settlements,	-	3,203 51	-	-	-	3,203 51	3,203 51	-	Payments due on audited accounts.
Total dollars,	381,420 06	50,180 81	32,685 33	1,276 24	200,898 40	666,460 84	639,157 55	27,303 29	

ORDNANCE DEPARTMENT, *November* 25, 1824.

G. BOMFORD, *Lt. Col. on ordnance service.*

No. 2.

Statement of funds transmitted to the several armories and arsenals of the United States, from the 1st January to the 30th September, 1824, and the amount of accounts rendered from each during the same period.

Officers' names and stations.	Am't in officers' hands 1st January, 1824.	Transmitted in the 1st, 2d, and 3d quarters of 1824.	Total amount.	Amount of accounts rendered in the 1st, 2d, and 3d quarters of 1824.	Balances remaining in officers' hands 1st October, 1824.
John Chaffee, armory, Springfield, Massachusetts, -	$5,416 29	$143,250 00	$148,666 29	$146,577 98	$2,088 33
Wm. P. Craighill, armory, Harper's Ferry, Va.(a)	9,752 98	28,735 43	38,488 41	30,755 75	7,732 66
William Broadus, armory, Harper's Ferry, Va. -	-	122,339 57	122,339 57	120,180 63	2,158 94
Lt. J. W. Thompson, arsenal, Watertown, Mass.	862 79	3,146 46	4,009 25	3,960 63	48 62
Major J. Dalliba, } Lt. T. J. Baird, } arsenal, Watervliet, N. Y. -	1,017 07	3,400 00	4,417 07	4,323 77	93 30
Lieut. T. Burke, depot, West Point, New York, -	-	530 00	530 00	510 15	19 85
Lieut. J. Monroe, arsenal, New York, -	138 31	1,150 00	1,288 31	991 57	296 74
Lt. J. Simonson, do. Rome, New York, -	228 58	680 00	908 58	908 58	
Lt. M. Thomas, do. Frankford, Penn. -	1,429 08	2,525 00	3,954 08	3,008 20	945 88
Maj. S. Churchill, } Lt. G. S. Drane, } do. Pittsburg, Penn. -	2,135 04	4,920 00	7,055 04	7,014 48	40 56
Lieut. C. Ward, do. Newport, Kentucky, -	-	83 93	83 93	83 93	
Lt. W. E. Williams, do. Greenleaf's Point, D. C.	1,880 96	3,800 00	5,680 96	5,422 37	258 59
Capt. R. L. Baker, Fortress Monroe, Virginia, -	-	200 00	200 00	115 90	84 10
Capt. D. T. Welch, arsenal, Richmond, Va. -	652 24	801 27	1,453 51	1,387 51	66 00
Capt. N. Baden, do. Baltimore, Md. -	170 14	1,259 22	1,429 36	1,429 36	
Lieut. J. Symington, do. Charleston, S. C. -	340 93	1,059 05	1,399 98	1,399 98	
Major M. M. Payne, do. Augusta, Geo. -	3,011 94	2,800 00	5,811 94	4,459 49	1,352 45
Lieut. J. Adams, do. Baton Rouge, -	49 05	1,700 00	1,749 05	1,749 05	
J. Whistler, do. Belle Fontaine, -	11 83	-	11 83	4 67	7 16
S. Perkins, do. Detroit, -	206 06	100 00	306 06	213 65	92 41
Remitted sundry persons,(b) - - -	-	4,604 19	4,604 19	4,604 19	
Total dollars, -	27,303 29	327,084 12	354,387 41	339,101 84	15,285 57

(a) This officer died in March last, leaving the balance stated unaccounted for. This balance is considered safe, as the securities are responsible men, and are bound for the sum of fifty thousand dollars; and they have made arrangements for an early payment of the amount due.

(b) Settlements on audited accounts.

ORDNANCE DEPARTMENT, *November* 25, 1824.

GEO. BOMFORD, *Lieut. Col. on ordnance service.*

No. 3.

Statement of the arms and accoutrements procured, and of the expenditures made, under the act for arming and equipping the militia, from the 1st January to the 30th September, 1824.

Arms and accoutrements procured.

Muskets complete, - - -	7,485	Rifle flasks, - - - -	246
Rifles complete, - - - -	2,800	Sets of rifle accoutrements, without flasks, -	251
Six pounder iron cannon, - - -	17	Breastplates, - - - -	250
Twenty-four pounder iron howitzers, -	10	Brushes and wires, - - -	1,200
Six pounder shot, - - - -	5,196		

Expenditures, viz:

Amount paid for arms and accoutrements procured, - - - -	$136,738 78
Amount paid for inspection, packing boxes, storage, and distribution to the respective States, -	5,602 30
Total amount drawn from the Treasury, - - - - - -	142,341 08
Amount collected from contractors, on account of former advances, - - -	8,930 00
Total value of arms and accoutrements procured at contract price, - - -	$151,271 08

ORDNANCE DEPARTMENT, *November* 25, 1824.

GEORGE BOMFORD, *Lieut. Col. on ordnance service.*

No. 4.

Apportionment of arms to the militia, for the year 1823, *under the law of* 1808, *for arming and equipping the whole body of the militia.*

States and Territories.	Date of the return.	Number of militia.	No. of arms apportioned.	Remarks.
Maine,	1823	38,245	544	
New Hampshire,	1823	28,792	410	
Massachusetts,	1823	54,728	779	
Connecticut,	1823	22,650	323	
Rhode Island,	1823	9,214	131	
Vermont,	1823	27,653	394	
New York,	1823	146,709	2,088	
New Jersey,	1823	42,300	602	
Pennsylvania,	1823	158,512	2,256	
Delaware,	1814	7,451	106	
Maryland,	1811	32,189	458	
Virginia,	1823	96,252	1,370	
North Carolina,	1823	54,144	771	
South Carolina,	1820	28,230	402	
Georgia,	1819	29,661	422	
Kentucky,	1823	65,882	938	
Tennessee,	1823	42,715	608	
Ohio,	1823	94,896	1,351	
Louisiana,	1821	10,189	145	
Indiana,	1823	15,808	225	
Mississippi,	1812	5,291	75	
Illinois,	1822	8,521	121	
Alabama,	1820	20,000	285	
Missouri,	1823	10,000	143	
Michigan,	1822	1,503	21	
Arkansas,	-	-	-	No return.
Florida,	-	-	-	No return.
District of Columbia,	1812	2,252	32	
		1,053,787	15,000	

ORDNANCE DEPARTMENT, *November* 25, 1824.

GEORGE BOMFORD, *Lieut. Col. on ordnance service.*

No. 5.

Statement of work done at each of the armories and arsenals of the United States from the 1st of October, 1823, to 30th September, 1824.

STATIONS.	Muskets manufactured.	Ball screws manufactured.	Wipers manufactured.	Screw drivers manufactured.	Spring vices manufactured.	Arm chests manufactured.	Muskets repaired.	Muskets cleaned.	Muskets new stocked.	Rifles repaired.	Rifles cleaned.	Rifles new stocked.	Carbines cleaned and repaired.	Swords and sabres cleaned and polished.	Pistols cleaned and repaired.	Bayonet scabbards made.	Bayonet blades forged.	Muskets stocks prepared for use.	Cannon and howitzers cleaned and lackered.	Gun carriages repaired.	Rammers and sponges made.	Artillery harness cleaned and repaired.	Tamkins made.	Sets of tube moulds made.	Tubes made.	Fuses made.
Armory Springfield, Mass.	13,700	1,730	14,800	13,700	1,370	1,354																				
Armory Harper's Ferry, Va.	10,159	-	7,173	5,922	-	730																				
Arsenal Watertown, Mass.	-	-	-	-	-	-	2,925	-	-	-	11	-	-	-	2,014											
Arsenal Watervliet, N. Y.	-	-	-	-	-	-	559	8,534	-	-	265	-	8	2,247	1,406	-	-	-	14	14	-	-	-	-	-	25
Arsenal New York.																										
Arsenal Rome, N. Y.	-	-	-	-	-	-	64	566																		
Arsenal Frankford, Penn.																										
Arsenal Pittsburg, Penn.	-	-	-	-	-	-	1,854	-	270	281	-	-	-	844	378	196	330	-	69	4	7	44	-	5	12,300	
Arsenal Baltimore Md.	-	-	-	-	-	-	196	1,936	7	-	301	7	-	-	-	-	-	-	-	1	166	-	15			
Arsenal Richmond, Va.	-	-	-	-	-	-	-	101	-	-	-	-	-	-	-	-	-	240								
Arsenal Augusta, Geo.	-	-	-	-	-	-	-	2,995	39	-	820	-	-	900	1,400											
Arsenal Baton Rouge,	-	-	-	-	-	-	4	100																		
Arsenal Detroit.																										
Total,	23,859	1,730	21,973	19,622	1,370	2,084	5,602	14,232	316	281	1,397	7	8	3,991	5,198	196	330	240	83	19	173	44	15	5	12,300	25

STATEMENT—Continued.

STATIONS.	Six pounder tin canisters made.	Sets of instruments for proving cannon made.	Infantry accoutrements cleaned and repaired.	Fire engines repaired.	Rockets made.	Ammunition boxes made.	Packing boxes made.	Wagon wheels made.	Axes made.	Pounds of cast steel made.	Lightning rods made.	Gravel picks made.	Feet of board fence made.	Perches of stone wall laid.	Loads of sand hauled.	Feet of flooring, &c. prepared and finished.	Powder barrels procured.	Barrels of powder proved.	Barrels of powder repacked with waterproof paper.	Powder barrels repaired.	Barrels of cartridges inspected and repacked.	Pounds of powder dried, sifted, and repacked.	Kegs of cartridges repacked.	Musket cartridges made.	Cannon cartridges made.	Boxes of ammunition repacked.	Cartridges inspected and sorted.
Armory Springfield, Mass.	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	965	-	800							
Armory Harper's Ferry, Va.																											
Arsenal Watertown, Mass.	-	-	-	-	-	-	-	4	-	-	-	-	967														
Arsenal Watervliet, N. Y.	-	-	-	-	96	152	12	-	-	70	-	-	865	177	-	-	-	1,080	469	1,155	-	-	237	577	700		
Arsenal New York.																											
Arsenal Rome, N. Y.	-	-	226	-	-	-	-	-	-	-	-	-	-	-	45	-	-	359	-	-	-	-	-	5,000			
Arsenal Frankford, Penn.	-	-	-	-	-	-	-	-	-	-	2	-	1,567	-	-	-	2,254										
Arsenal Pittsburg, Penn.	- 400	1	1,846	-	133	14	43	-	164	-	-	39	317	-	-	2,657	-	-	-	-	-	47,800	-	-	1,386		
Arsenal Baltimore, Md.	-	-	-	1	115	5	9	-	-	-	-	-	-	-	-	-	-	481	412	412	12	-	96	9,782	-	47	25,800
Arsenal Richmond, Va.	-	-	-	1	24	-	-	-	2	-	-	-	-	-	-	-	-										
Arsenal Augusta, Geo.																											
Arsenal Baton Rouge,	-	-	100	-	-	-	-	-	-	-	-	-	-	-	-	-	-	328	212	212							
Arsenal Detroit.																											
Total, -	400	1	2,172	2	368	171	64	4	166	70	2	39	3,716	177	45	2,657	2,254	3,213	1,093	2,579	12	47,800	333	15,359	2,086	47	25,800

ORDNANCE DEPARTMENT, *November* 25, 1824.

GEORGE BOMFORD, *Lieutenant Colonel on ordnance service.*

No. 6.

Statement of the artillery, small arms, and accoutrements, and other ordnance stores, issued to the troops of the United States, from the 1st of January to the 30th September, 1824.

Muskets, complete,	1,808	Gallons spirits of turpentine,	3
Cartouch boxes,	1,543	Sea coal, chaldron,	1
Cartouch belts,	1,352	Barrels of pitch,	¼
Bayonet scabbards,	1,838	Wipers,	125
Bayonet belts,	1,358	Bullet moulds,	2
Sergeants and musicians' swords,	155	Gun slings,	488
Sword belts,	58	Pounds saltpetre,	300
Breastplates,	423	Pounds sulphur,	90
Brushes and wires,	1,627	Pounds rosin,	20
Screw drivers,	214	Wheelbarrows,	6
Ball screws,	105	Spades,	38
Spring vices,	50	Shovels,	18
Musket cartridges,	56,000	Picks,	6
Flints,	14,100	Crowbars,	30
Powder, pounds,	9,915	Hoes,	6
Six pounder iron cannon,	2	Felling axes,	26
Six pounder travelling carriages,	2	Sledge hammers,	1
Six pounder carriage wheels,	2	Files, assorted,	294
Six pounder trunnion cap squares,	2	Smiths' bellows,	1
Six pounder flannel cartridges,	2,945	Soldering irons,	1
Twelve pounder flannel cartridges,	1,250	Plane irons,	9
Eighteen pounder flannel cartridges,	200	Planes, assorted,	28
Six pounder canister shot, fixed,	300	Augers, assorted,	29
Six pounder round shot,	900	Chisels, assorted,	76
Iron eprouvette and ball,	2	Saws,	18
Ten inch shells,	100	Cross cut saws,	2
Twenty-four pounder shells,	200	Whip saws,	4
Twelve pounder shot,	100	Hatchets,	3
Portfires,	446	Broad axes,	6
Tubes, filled,	2,500	Adzes, assorted,	5
Slow match, pounds,	120	Gimlets, assorted,	80
Cartridge paper, reams,	44	Trowels,	2
Sponge skins,	2	Scythes,	2
Powder horns,	7	Scythe sharpening stones,	6
Gunners' belts,	1	Brace and bits,	1
Gunners' haversacks,	3	Chalk, pounds,	5
Thumbstalls,	7	Chalk lines,	12
Dark lanterns,	4	Drawing knives,	3
Tamkins,	40	Froes,	6
Cartridge thread, pounds,	30	Grindstones,	1
Powder sieves,	3	Gouges,	8
Rammers and sponges,	18	Hammers,	10
Sponge tacks,	3,000	Mattocks,	6
Six inch blocks and tackles, complete,	40	Oil stones,	2
Priming wires,	12	Carpenters' rules,	3
Gunners' callipers,	1	Iron squares,	2
Portfire stocks,	6	Sand paper, quires,	2
Mealed powder, pounds,	100	Screw drivers,	1
Sides of harness leather,	10	Compasses,	1
Budge barrels,	15	Hand axes,	1
Lead, pounds,	2,000	Rasps,	1
Tallow, pounds,	10	Feet of ranging timber, ten inches square,	500
Iron, pounds,	168	Sets of rocket tools,	3
Steel, pounds,	30	Sets of portfire tools,	3
Spanish brown, pounds,	20	Sets of fusee tools,	3
White lead, pounds,	300	Sets of tube tools,	3
Lampblack, pounds,	29	Stamps for cannon cartridges,	8
Paint brushes, assorted,	22	Formers for cannon cartridges,	8
Lacker barrels,	7	Sets of scales and weights,	3
Gallons of lacker,	25	Sets of copper adzes and drivers,	2
Gallons of linseed oil,	79	Sets of copper hammers,	2
Gallons of neatsfoot oil,	12	Compasses and squares,	2
Gallons of olive oil,	1		

ORDNANCE DEPARTMENT, *November* 22, 1824.

GEO. BOMFORD, *Lieut. Col. on ordnance service.*

I.

Statement showing the number of pensioners now on the rolls of the different States; the amount annually paid to each description of pensioners; the number of deaths in the year 1824; *and the number added to the lists in the same year, ending at the present time.*

States.	Number of pensioners in each State, and their description.			Amount annually paid.			Number of deaths in 1824.			Number added to the lists in 1824.		
	Revolutionary.	Invalid.	Half pay in lieu of b'ty land.	Revolutionary.	Invalid.	Half pay.	Revolutionary.	Invalid.	Half pay.	Revolutionary.	Invalid.	Half pay.
Maine, -	1,188	95	7	$120,262	$6,799 40	$348	46	1	-	46	1	
N. Hampshire,	830	92	6	80,532	13,989 91	288	30	1	-	36	3	
Massachusetts,	1,705	405	22	178,088	31,164 58	1,110	-	-	-	49	6	
Rhode Island,	237	23	2	25,248	2,222 40	96	17	2	-	7		
Connecticut,	850	171	16	85,960	13,510 12	768	39	7	-	51	7	
Vermont, -	1,039	172	10	106,944	12,392 74	528	2	-	-	70		
New York, -	2,955	1,014	42	301,592	83,918 18	2,040	88	11	-	116	13	
New Jersey, -	426	53	3	44,638	4,032 80	144	-	-	-	9		
Pennsylvania,	931	390	32	98,518	31,253 90	1,548	68	17	-	64	9	1
Delaware, -	26	17	1	2,784	1,547 72	48	2	1	-	2		
Maryland, -	210	263	8	21,456	18,514 40	384	16	11	-	3	2	
Virginia, -	647	226	17	65,136	17,293 66	816	52	-	-	42	2	
N. Carolina, -	249	83	6	24,910	5,768 18	288	-	-	-	17	1	
S. Carolina, -	114	21	1	11,808	1,533 56	48	-	-	-	9		
Georgia, -	50	25	3	5,376	2,011 44	144	2	2	-	11	2	
Kentucky, -	485	160	6	50,160	11,405 00	300	53	4	-	54	4	
Tennessee, -	214	130	10	21,840	10,384 72	480	6	2	-	23	3	
Ohio, -	661	155	8	70,608	10,996 02	402	-	-	-	38	8	
Louisiana, -	6	24	-	576	2,204 80	-	-	-	-	1	2	
Indiana, -	115	52	-	11,088	3,633 36	-	6	1	-	14	1	
Mississippi, -	11	9	-	1,200	782 00	-	-	-	-	4		
Missouri, -	10	40	-	1,104	3,490 40	-	-	-	-	3	8	
Illinois, -	19	23	1	1,824	1,549 00	48	-	-	-	2		
Alabama, -	17	17	-	1,776	1,351 60	-	-	-	-	4		
Michigan Ter.	8	20	-	912	1,390 00	-	-	1	-	-	1	
Dist. Columbia,	28	56	1	2,976	4,860 80	48	14	12	-	-	2	
Total,	13,034	3,736	202	1,337,316	298,000 69	9,876	441	73	-	675	75	1

WAR DEPARTMENT, PENSION OFFICE, *December* 4, 1824.

J. L. EDWARDS.

J.

SIR: WAR DEPARTMENT, SECTION OF BOUNTY LANDS, *December* 3, 1824.

In obedience to your instructions, I herewith hand you abstracts Nos. 1 and 2: the first exhibiting a statement of the transactions of this office, from its commencement to the 22d November, 1824; the second, a report of the business of the office for the year ending 30th September, 1824.

I have the honor to be, sir, very respectfully, your obedient servant,

WM. M. STEUART, *Clerk.*

The Hon. J. C. CALHOUN, *Secretary of War.*

No. 1.

Abstract of the number of warrants issued for military bounty lands, for services in the late war, up to the 22d November, 1824, *inclusive, viz:*

1st. Authorized by the acts of December 24th, 1811, and January 11th, 1812, - -	25,347
2d. Authorized by the act of February 6, 1812, - - - -	129
3d. Authorized by the act of December 10th, 1814, - - - -	1,017
4th. Authorized by the act of March 5th, 1816, - - - - -	268
Total number of warrants of these cases, - -	26,761
Number of warrants of the 1st and 2d description 25,476, of 160 acres each, - -	4,076,160
Number of warrants of the 3d description 1,017, of 320 acres each, - - -	325,440
	4,401,600
Number of warrants of the 4th description 268, (Canadian volunteers,) - - -	74,032
	4,475,632

N. B.—In this class of claims, officers received land in a different proportion from privates.

Return of claims included in the above statement, which have been deposited in this office since the war.

Discharges and posthumous claims,		32,122
Whereof, number admitted, for which warrants issued, under the 1st, 2d, and 3d classes,	26,493	
returned to the applicants for further evidence, or definitively rejected,	5,155	
remaining on file, awaiting further evidence,	474	
	32,122	
Return of "Canadian Volunteer" claims, deposited in the office since March 5, 1816,		436
Number admitted, on which warrants have been granted,	268	
Number rejected, not entitled to land,	40	
Number still remaining on file, awaiting further evidence of service, &c.,	128	
	436	
The number of claims for five years' half-pay pension, in lieu of bounty land, under the several acts of Congress granting that option, that have been deposited in the office from the 16th April, 1816, the date of the first act, to the 4th March, 1822, the day of the expiration of the third and last act, is		1,631
Disposed of as follows, viz:		
Admitted, and certificates sent to the Pension Office,	1,184	
Rejected, not being entitled to that option,	429	
Suspended, until it can be ascertained to what regiment the soldier was attached,	18	
	1,631	
The number of claims for revolutionary bounty land, under the several acts of Congress passed since the burning of the War Office, in the year 1801, that have been deposited in the office, is		5,622
Disposed of as follows, viz:		
Number admitted, for which warrants have been issued,	1,070	
Number rejected, not being entitled to land, or which had been previously satisfied,	4,455	
Number remaining on file, awaiting additional documents, or authority to receipt for the warrants,	97	
	5,622	

Warrants issued since April, 1803, included in the above statement.

1st. class.	To major generals,	3 of	1,100	acres each,		3,300
2d. do.	brigadier generals,	3 of	850	do.		2,550
3d. do.	colonels,	8 of	500	do.		4,000
4th. do.	lieutenant colonels, hospital surgeons, &c.,	14 of	450	do.		6,300
5th. do.	majors and regimental surgeons,	22 of	400	do.		8,800
6th. do.	captains and surgeons' mates,	99 of	300	do.		29,700
7th. do.	lieutenants and adjutants,	91 of	200	do.		18,200
8th. do.	ensigns,	13 of	150	do.		1,950
9th. do.	privates,	817 of	100	do.		81,700
		1,070			Acres,	156,500

DEPARTMENT OF WAR, SECTION OF BOUNTY LANDS, *December* 3, 1824.

WILLIAM M. STEUART, *Clerk.*

No. 2.

Abstract of the number of warrants issued for military bounty lands, for services in the late war, from November 22d, 1823, to the 22d November, 1824, inclusive, viz:

1st. Authorized by the acts of December 24, 1811, and January 11, 1812,		190
2d. Authorized by the act of February 6, 1812,		2
3d. Authorized by the act of December 10, 1814,		7
	199	
Number of warrants of the 1st and 2d description 192, of 160 acres each,		30,720
Number of warrants of the 3d description 7, of 320 acres each,		2,240
		32,960

Return of claims which have been deposited in the office from the 1st of October, 1823, to the 30th September, 1824, inclusive, viz:

Discharges, &c.,		398
On file, at date of last report,		606
		1,004
Whereof, number admitted, for which warrants issued,	205	
Number returned to the applicants for further evidence, or rejected,	325	
Remaining on file, awaiting further evidence of service, &c.,	474	
	1,004	

The "Canadian Volunteer" claims still remain suspended, awaiting further evidence of service, &c.

The claims for five years' half-pay pension, in lieu of bounty lands, also remain suspended, awaiting proof of service, &c.

The number of revolutionary claims on file at the date of the last report was		123
Received from 1st October, 1823, to the 30th September, 1824, inclusive,		218
		341
Disposed of as follows, viz:		
Rejected, not being entitled to land, or which had been previously satisfied,	202	
Admitted as being entitled, but awaiting additional documents, or authority to receipt for the warrants,	17	
Suspended, and still on file,	97	
Warrants issued, (amounting to 4,650 acres,)	25	
	341	

DEPARTMENT OF WAR, SECTION OF BOUNTY LANDS, *December* 3, 1824.

WM. M. STEUART, *Clerk.*

[NOTE.—For statement K, see Indian Affairs, volume 2.]

18th CONGRESS.] No. 263. [2d SESSION.

NATIONAL ARMORY ON THE WESTERN WATERS.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, JANUARY 18, 1825.

To the House of Representatives of the United States: WASHINGTON, *January* 18, 1825.

I herewith transmit to the House of Representatives a report of the Secretary of War, with a report made to that Department by the commissioners who were appointed under the act of 3d March, 1823, entitled "An act to establish a national armory on the Western waters."

JAMES MONROE.

SIR: DEPARTMENT OF WAR, *January* 17, 1825.

I transmit, herewith, a report of the commissioners appointed under the act of the 3d of March, 1823, entitled "An act to establish a national armory on the Western waters."

The commissioners appointed under the above-mentioned act were Colonels William McRee, Roswell Lee, and Major George Talcott, who proceeded to execute its provisions, under the instructions of this Department, of which the enclosed papers, marked A and B, are copies.

The cause of the delay which has occurred in making their report will be fully seen by reference to the report itself.

I have the honor to be, your obedient servant,

J. C. CALHOUN.

The PRESIDENT OF THE UNITED STATES.

A.

SIR: WAR DEPARTMENT, WASHINGTON, *April* 26, 1823.

The President has been pleased to appoint you to perform the duties required by "An act to establish a national armory on the Western waters," a copy of which act is herewith enclosed. The President has also appointed Lieutenant Colonel Roswell Lee, superintendent of the United States armory at Springfield, and Captain George Talcott, on ordnance duty at the United States arsenal at Pittsburg, to be associated with you on this service. Upon your acceptance of this appointment, you will please to notify Lieutenant Colonel Lee and Captain Talcott of the time and place at which you may think it advisable to assemble, preparatory to entering upon the duties pointed out by the act.

In order that the intention of the act may be fulfilled in the most ample manner, and all objections which may be urged in favor of other sites be met, so as to insure the adoption of the one which may be recommended, it is considered proper that all the sites on the "Western waters," of which you may be informed, and of the suitableness of which any reasonable expectations may be entertained, should be examined. It is considered necessary, also, that the report of these examinations should contain a notice of each of the sites examined, and exhibit the opinions of the board respecting the suitableness of each, respectively, and the facts and reasons upon which those opinions are formed.

The districts of country which your examinations should embrace, and to which they should be limited, under the term "Western waters," is submitted to the judgment of yourself and associates. It is considered, however, that the examinations should be extended at least to all the sites upon the Ohio river, or upon any of its tributaries.

I transmit, herewith, a communication from the Ordnance Department, exhibiting its views respecting the situation of a site for an armory, which is submitted for your consideration. Any information which has been, or may be received, pointing out the position of any sites deemed suitable for an armory, will be communicated to you by the Ordnance Department.

Your compensation, while in the discharge of the duties of this appointment, will be eight dollars per diem, and an allowance for travelling expenses equal to that allowed to a colonel of the army. The per diem will commence at the date of your acceptance of this appointment, and will continue until your duties under it shall cease. The compensation of Lieutenant Colonel Lee and Captain Talcott will be two dollars per diem, and the travelling allowance due to their respective stations in the public service, in addition to the compensation which they now receive. The per diem to commence at the time of their commencing their duties under this appointment, and to continue as long as they may be engaged upon these duties.

Respectfully, I am, sir, your most obedient,

J. C. CALHOUN.

Col. WILLIAM McREE, *Wheeling, Virginia.*

B.

SIR: ORDNANCE DEPARTMENT, *April* 24, 1823.

The "act to establish a national armory on the Western waters" does not specify the scale or extent of the armory for which a site is to be selected. A resolution of the Senate, calling for information respecting a Western armory, required an estimate "of the cost of erecting, on the Western waters, such an armory as that at Springfield or Harper's Ferry." From the terms of this resolution, and of the report made in obedience thereto, both of which preceded, and in some degree led to, the passage of the act above mentioned, it is inferred that Congress contemplated the selection of such a site as would be suitable for an armory of equal extent to those already established. It is, therefore, conceived that the officers charged with the examination of the various sites should be instructed to examine all such as may be supposed to be suitable for an armory upon a similar scale to those above mentioned, viz: an armory properly adapted for the fabrication of twelve thousand muskets per annum. This, it is conceived, should be the minimum; but it would be desirable to possess such a site as would admit of an enlargement of the establishment hereafter, if the public interest should render it necessary.

The principal points deemed most worthy of consideration in the location of an armory may be briefly enumerated as follows, viz:

First. A sufficient power for driving all the necessary machinery. This should be constant, and at command, and not liable either to be obstructed by floods, or to fail by droughts. These are most essential conditions, and no site can be suitable where the moving power is uncertain, or liable to failure from any ordinary cause. The question whether steam power may not be advantageously employed as a substitute for water power, to a certain extent, is deemed worthy the consideration of those who will examine the sites.

Second. A healthy position, and one where subsistence may be cheaply obtained. These points are important, inasmuch as the price of labor at the establishment must, ultimately, in a great measure, be determined by them.

Third. A position at which materials and supplies required for consumption at the armory may be obtained at low prices, and with facility and certainty.

An estimate of the principal materials required for annual consumption at an armory manufacturing twelve thousand muskets per annum is enclosed herewith. In forming an estimate of the comparative advantages of the several sites which may be examined, a reference to this estimate of materials will be important; for, with respect to the article of coal alone, a difference of circumstances, which shall occasion a difference of price equal to one cent per bushel, will occasion a difference of one thousand dollars per annum in the expenditures of the armory.

Fourth. A position from whence the arms manufactured at the armory may be conveniently distributed to the various points in the Western country which the public service may require. This consideration, although important, is considered subordinate to those which have been already enumerated, for the main purpose of an armory is the fabrication of small arms; and it is not considered indispensable that a depot, for the collection and distribution of other military supplies, should be connected therewith. Those circumstances, therefore, which may affect the quality of the arms, or the cost of manufacturing them, it is conceived, should form the primary considerations in the location of an armory. The materials required annually for the supply of an armory, according to the enclosed estimate, are about nine hundred and sixty-six tons weight; the arms manufactured annually will weigh about eighty tons; therefore, the expense of transporting materials, compared with that of transporting the arms an equal distance, will be as twelve to one.

The act requires an estimate of the amount necessary for purchasing each of the sites which may be examined. On this subject I would remark, that the limiting of the purchase of land for public works to a small quantity, and just sufficient for purposes immediately contemplated, has not unfrequently proved greatly disadvantageous to the public interest. I would therefore recommend that the estimates be calculated for the purchase of at least a section of land, or a quantity equal to one square mile. The act also requires an estimate of the amount necessary for erecting all necessary buildings for an armory. An estimate of the number, dimensions, and description of the buildings necessary for the manufacture of twelve thousand muskets per annum will be furnished.

The foregoing exhibits only what are deemed by this department the most important of the considerations connected with the selection of a site for a national armory.

It is considered unnecessary to give any further details, as the gentlemen appointed to make the examinations are, from their talents and experience, fully qualified for the able performance of the duties which have been confided to them.

I have the honor to be, sir, very respectfully, your obedient servant,

GEO. BOMFORD, *Lieut. Col. on ordnance duty.*

Hon. JOHN C. CALHOUN.

Estimate of the quantity of materials required for annual consumption at an armory calculated for the manufacture of twelve thousand muskets per annum.

	Tons.
Refined iron, about	120
Steel, of various kinds,	12
Brass and zinc,	2
Emery,	1
Grindstones,	80
Sand,	20
12,500 rough walnut stocks,	44½
12,000 files, assorted,	3
100,000 bushels of charcoal, or one-sixth of the quantity of pit coal,	500
150 cords of wood,	150
500 gallons of spermaceti oil,	2
100 gallons linseed oil, and four barrels of tar,	1
Band and buff leather,	¼
Woollen rags,	½
2,000 bushels of old shoes,	8
50 coal baskets,	½
Fire clay,	20
30 reams of sand paper,	¾
20 reams wrapping paper, for wadding,	¼
Writing paper and stationary,	¼
Tallow and candles,	¼
Total,	966

PHILADELPHIA, *January* 13, 1825.

The commissioners appointed by the President of the United States, under the act of Congress passed 3d March, 1823, entitled "An act to establish a national armory on the Western waters," respectfully present their report.

The task of arranging the various data, and estimating the expense, with the "advantages and disadvantages" of the several sites examined, has been more arduous, and has occupied more time, than was anticipated even by ourselves.

Very respectfully, we are, sir, your obedient servants,

W. McREE,
ROSWELL LEE,
G. W. TALCOTT.

To the SECRETARY OF WAR.

REPORT.

The undersigned commissioners, appointed by the President of the United States, under the act of Congress passed the 3d of March, 1823, entitled "An act to establish a national armory on the Western waters," assembled at Pittsburg, Pennsylvania, the 1st of June, 1823, and proceeded to view, and cause surveys to be made, of those sites which were generally considered to possess the necessary requisites.

The large proportion of the whole quantity of materials annually required at an armory, which it will be necessary, in all cases, to transport across the mountains, and partly from the seaboard, furnished a sufficient reason, independent of any other, for restricting our examinations to sites within reach of convenient navigation; they were, accordingly, confined to those water-courses falling into the Ohio, or on their tributaries, below the head of ascending navigation of the principal streams, with one exception, which will be mentioned in its place.

The examinations were not completed till near the close of December, and the board assembled at Pittsburg at the end of that month. The returns of the surveys, levellings, &c., were not all received until the month of March following, when it was found impracticable to complete the necessary estimates for the several sites before the adjournment of Congress; and they separated in June with the intention of resuming their labor in sufficient season to lay their report before the present session of Congress.

The deep interest felt by the people of the Western States, and the importance of the subject to the nation at large, have made it an imperative duty to exhibit all the facts in their possession which are considered necessary or useful in deciding the location of the armory.

The sites on Shoal and Cypress creeks, in Alabama; Harpeth river, in Tennessee; at the falls of the Ohio; north bend of the Ohio, below Cincinnati; the falls of the Muskingum, at Zanesville; falls of Big Beaver; and at the Ohiopile falls of the Youghiogeny river, in Pennsylvania, were found to unite considerations in their favor, that, under the considerations attending this inquiry, called for a more particular statement of their respective advantages and disadvantages; and have made it necessary to spread such a mass of details, without which it would be difficult, if not impossible, to form a just estimate of their true value.

Those sites which were found, on examination, so deficient in essential particulars as to render an estimate of the cost of improving them unnecessary, are noticed in the appendix to this report; to which paper reference is also made for such statements and information as could be most conveniently embraced in that mode.

The average number of muskets now manufactured at the national armories is about 12,000 stands, each, per annum. That number has, therefore, been taken as the basis of all our arrangements and estimates of the expense at the several sites hereafter mentioned.

To aid in forming a more correct idea of the advantages and defects of the several sites that will be described, it may be necessary to state the following particulars, explanatory of the requirements that are essential for an armory, as regards the extent of the water power, the necessary space for the buildings, and the general accommodation of the establishment. The measure of the water power used at the national armory at Springfield, Mass. has been taken as a standard. It is equal to that which, in the usual estimation of millwrights, is required for operating about twelve pairs of five feet burr mill-stones; but, after making the necessary deductions, is found to be less than 1,032 cubic feet of water per second, falling from the height of one foot, and acting by its gravity, or near double that quantity when acting by percussion.

The number of buildings that will be required is sixty-one; of which thirty-two are dwellings for workmen, and seven for the officers of the establishment. The aggregate length of the workshops, storehouse, and offices, is 1,016 feet by 40 feet broad, exclusive of the space between them.

The number of workmen, of different descriptions, required to manufacture 12,000 stands of arms annually, is estimated at two hundred and fifty.

The quantity and kind of materials that will be annually required in the fabrication of that number, are shown in statement A of the appendix.

It is considered unnecessary to offer any general view of the character and habits of the water-courses of the Western country. The degree, as well as manner, in which they particularly affect the water power at the several sites, will be mentioned in the following description:

Shoal and Cypress creeks, in Alabama, are rapid and permanent streams, and afford a number of advantageous sites for the application of their water power to machinery. Shoal creek empties into the Tennessee river opposite the Great Muscle shoals, nine miles above the town of Florence. It is not navigable, nor is the communication by water from its mouth to the foot of the Muscle shoals considered practicable, to any useful extent. The military road leading to Florence crosses the creek about nine miles from the town, and about eight miles above its junction with the Tennessee. The United States have reserved a tract of land seven miles square at the forks of the creek, twenty-three miles from Florence, containing iron ore of an excellent quality, and in large quantities, lying convenient to fuel, and an ample water power for reducing it and forging the iron. The greatest natural fall that can be employed at any one point between the southern boundary of the reservation and the forks of the creek does not exceed seven feet. The freshets rise to a considerable height, and the bottom lands resemble those of other water-courses that are subject to overflow; but below the military road the bed of the stream becomes wider, its descent is also increased, and the current is confined for the most part within its banks, during the highest rises. A material change is accordingly observed in the nature of the bordering low grounds. The character of the surface is equally altered; and the bottoms, properly so called, cease altogether. At every bend of the creek, the shore on the concave side is high and abrupt, and sometimes precipitous. The opposite side generally presents an inclined plane, rising gradually from the margin of the stream, and extending back to a considerable distance. Several of these positions were examined, and levels taken at one of them, called the Iron shoals, four miles below the military road. The whole fall is eight feet five inches in twelve hundred yards. The creek is five hundred feet broad at the head of the rapids, and its bed and both shores are of rock.

The extreme rise of its freshets at Brush run, where the workshops would be placed, is stated to be ten feet; a dam ten feet high would therefore give a head and fall of near eight feet at the wheels, free from interruption of high water. The cost of the canal, forebays, races, &c. would be very moderate. The water might be taken from above the dam and conveyed to the works, on the same level with, or at any required depth below, the surface of the ground. The building of a weir and permanent water-tight stone dam would comprise the chief part of the expense that would be required to improve the site.

A greater fall might, perhaps, be obtained nigher to the Tennessee river; but the immediate neighborhood of the Muscle shoals is said to be extremely unhealthy, and it is by no means certain that the Iron shoals, or any point below the military road, would be altogether beyond their influence.

Cypress creek empties into the Tennessee below the great Muscle shoals, and two miles below Florence. It is navigable one mile and a half from its mouth, with boats drawing two feet and a half water, for five or six months in the year. Its shores resemble those of Shoal creek, below the military road, in almost every respect that has relation to the use of its water: if there is any difference, it is rather in favor of the former. Its slopes are, in some cases, even more gentle and uniform. The most advantageous site for an armory is at Clopper's mills, three or four miles from Florence, and about three miles from the Tennessee by land. A fall of fourteen feet and a half can be obtained in the distance of 1,470 yards. The highest rise of the creek, at the point where the works should be placed, is stated at ten feet. A dam eight feet high would, therefore, give a head and fall of near twelve feet, that may be used on breast-wheels, free from interruption. The bed and both shores of the creek, at the head of the rapids, are of rock, and afford a secure position for the dam. The surface of the ground through which the canal would pass is perfectly at command, and the depth of the excavations may, therefore, be regulated at pleasure. It will be proper, however, to take the canal through deep cuttings, as far as the point at which a weir would be placed, in order to secure it against the effect of any accident that might happen to the head-gate, near the dam, during a freshet.

The quantity of water which either of these creeks furnishes at its lowest stage could not be ascertained. At the time they were examined, the volume of Shoal creek appeared to be a third greater than that of Cypress; either of them, however, contained several times the quantity that would be necessary, with a head and fall of ten feet; and those most acquainted with both, and best qualified to form correct opinions on the subject, were confident that there is little or no difference in the quantities delivered by the two streams, when each is at its lowest stage. So far, therefore, as these circumstances may authorize any conclusion, it appears that the power which may be employed at Clopper's mills is greater than any that can be obtained on Shoal creek. In other respects, the position at Clopper's mills is preferable. It is considered to be healthy, and has the advantage of being within convenient distance of the Tennessee river.

The following estimate will show the probable quantity of labor and materials that will be required at this site:

EXCAVATIONS OF EARTH.

For the forebays and races:	
5,734 cubic yards, from 10 to 12 feet deep, at 14 cents per yard,	$802 77
4,103 cubic yards, from 2½ to 5 feet deep, at 8 cents per yard,	328 28
For canal:	
10,500 cubic yards, 18 feet deep, at 22 cents per yard,	2,310 00
25,140 cubic yards, 9 feet deep, at 12 cents,	3,016 80
6,690 cubic yards, 11 feet deep, at 15 cents,	1,003 50
For the weir:	
1,111 cubic yards, 3 feet deep, at 6 cents,	66 66

MASONRY.

Walls for forebays and races:	
2,968.24 cubic perches, at $2 12½ per perch,	6,307 51
326.52 cubic perches, at $4 25 per perch,	1,387 71

Canal, wall at the workshops, wall near the dam, and walls of the weir:	
2,919.3 cubic perches, at $2 12½ per perch,	$6,203 57
505 cubic perches, at $4 25 per perch,	2,146 25
Stone dam:	
1,560 cubic perches of large size, and dressed to dimensions, excavations for foundations, &c., filling, covering, and other expenses included,	8,775 00
Bridges over the canal and forebays, two at $100 each, and five at $25,	325 00
Head-gate of canal, near the dam, 17 feet high, including masonry and fixtures,	359 00
Sixty-one buildings, including quarters for officers and workmen, workshops with fixtures, offices, &c.	148,501 73
Machinery and tools, patterns, &c.,	14,522 00
Miscellaneous articles,	1,549 00
	$197,604 78
Add for contingencies 10 per cent.,	19,760 47
Purchase of ——— acres of land, including Clopper's mills water rights,	15,000 00
Aggregate,	$232,365 25

This estimate is founded on two assumptions: first, that eleven feet head and fall may be employed on breast-wheels, without being interrupted by freshets; and, second, that the quantity of water at the lowest stage of the creek is not less than 138 cubic feet per second; both of which are indeed probable, but neither of them certain. In case that part of the fall which may be employed on breast-wheels should prove to be less than what is here supposed, and the volume of water no greater, it would be necessary to employ a portion of the remaining part (ten feet) on reaction wheels; and, consequently, the surface of the water in the canal, as far as the first workshop, must be permitted to rise and fall with that of the stream above the dam, at least to the height of four or five feet: hence the excavations of the forebays, races, and of the canal, might require to be augmented to twice, and the masonry (excepting for the weir) to four times the amount stated in the estimate. In like manner, a deficiency in the quantity of water that is assumed would compel a resort to the same remedy, and be attended with similar consequences, admitting the power in each case to be sufficient, when so employed.

There is also considerable uncertainty in relation to the prices; in some instances no specific information could be obtained.

The United States own a quantity of vacant land in the immediate neighborhood of Clopper's mills, and seven or eight quarter-sections adjoining the tract which includes the site. Stone coal has not been found nearer than the Cumberland mountains, and the expense of its transportation would probably exclude the use of it at the armory.

The Tennessee river is navigable for steamboats from Florence to Ohio six months in the year, and from Waterloo, thirty miles below, at all seasons. Keelboats run the whole year, and sometimes ascend the Muscle shoals.

Colbert's shoal, on which there are twenty-two inches depth of water at the lowest stage of the river, is the only impediment to the navigation between Florence and Waterloo.

From the mouth of Bear creek, near Waterloo, to Cotton Gin Port, on Tombigbee, is 60 miles on a direct line; thence to Columbus, the river may be navigated by keelboats several months in the year.

From Florence to Columbus, by the military road, is 121 miles; and 135 miles to Tuscaloosa, at the falls of Black Warrior, by the road now in use. The navigation of the Black Warrior, below Tuscaloosa, and the Tombigbee, below Columbus, is stated to be good at all seasons for keelboats, and a part of the year for steamboats.

NARROWS OF HARPETH RIVER, TENNESSEE.

Twenty-two miles above its mouth, the Harpeth river makes a circuit of four and a half or five miles, embracing, and nearly insulating, at high water, about 1,000 acres of land. The neck which joins this tract to the country on the right of the river is called the "Narrows;" it is a limestone ridge, several hundred yards long, varying from 60 to 150 yards broad at its base, and from 60 to 250 feet high. The whole descent of the river, in its course from the upper until it reaches the lower side of the Narrows, is 17 feet; a tract of bottom land of several hundred acres terminates at this point; and a lagoon or bayou, which runs along the foot of the ridge, and separates it from the bottom, at a medium stage of water, empties into the river at the same point. One hundred and forty yards above the mouth of the bayou, a tunnel, 96 yards in length, 15 feet wide, and 6 feet high, has been excavated through the ridge. The bottom is here between 1 and 200 yards wide, including the bed of the bayou, and is the site which has been proposed for a national armory. On the plan H No. 2 is a section of the tunnel, and profile of the ground, on a line passing over the lower part of the site, from the outlet of the tunnel to the river. The average elevation of the ground along this line, between the bayou and the river bank, is 9 feet; its greatest elevation above low water mark is 12 feet; and no where within the limits of the site is the surface three feet higher. The highest rise of the Harpeth, as well as the height of its ordinary freshets, has not been satisfactorily ascertained. The surveyor who was employed to take the levels at the Narrows is one of the oldest settlers in that neighborhood, and believes that he has seen it rise to the height of 33 feet above low water, but at a point 24 miles *above* the Narrows. A mile and three quarters *below* the Narrows, he found a water mark, left by the freshet of 1808, to be more than 29 feet high, and a rise that took place in the winter of 1822 he states to have been 18 feet, a quarter of a mile below the Narrows. These statements, however, have been controverted. We have received, through a most respectable channel, certificates of individuals residing at the Narrows, or in its vicinity, in which it is asserted that the highest rise of the Harpeth, in the last thirteen years, did not exceed 16 feet. Several gentlemen from Nashville were also employed to ascertain the greatest known elevation of the river, who report 21 feet to be the height of the water mark which they measured, and which is said to have been made by the greatest freshet that has occurred within the recollection of the oldest inhabitants. It is also mentioned that considerable obstructions to the current existed at that time, (1808,) which have since disappeared; and it is hence inferred that an equal rise of the river cannot be anticipated for the future.

We cannot question, and do not doubt, the accuracy with which these measurements were made, but we are constrained to infer the probability of some error in the data on which they were founded. Our personal observations corroborate the statements made to us by the surveyor. We traversed the river bottom from the outlet of the tunnel to the river bank, and thence in various directions; the character and general appearance of the ground gave ample evidence, in our opinion, of frequent, if not annual inundations. The alluvion deposite on the bark of the trees was sufficiently recent to be removed in some instances by the hand; and similar appearances, supposed to be water marks, were observed above our heads, and higher than we could reach, although on horseback. All the

documents relating to this site that have been transmitted to us are marked H, numbered from 1 to 15, and accompany the report.

From the mouth of the lagoon before described, the river pursues nearly a straight course along the foot of the ridge for more than 600 yards, when it changes its direction to the left, leaving between it and the hills to the right a body of high level ground, sufficiently elevated and extensive for all the purposes of an armory; its surface is 45 feet above low water, and works might be conveniently placed on the banks of a bayou that forms an island in front of the site. To convey the water to this point, it would be necessary to build a river wall, extending from the outlet of the tunnel to a ravine that empties into the river, at the upper end of the site; its dimensions will depend on the greatest heights to which the Harpeth may be supposed to rise. If it is assumed to be 25 feet below the Narrows, and that 4 feet head is employed on the wheels when the river is at that elevation, the least height of the wall should not be less than 31 feet above the level of low water; its length will be 2,136 feet, including the returns at the two ends connecting it with the cliff above the tunnel, and with the ravine that communicates with the head of the canal.

The length of the canal will be only 640 feet, or 20 feet longer than the range of workshops; but the mass of the excavations will be 33 feet deep, besides a large portion of the river bank that must be removed to the average depth of 10 feet.

The supply of water in the Harpeth, during its lowest stage, is not known; the quantity, however, is considered to be sufficient in the dryest seasons; and, by using reaction wheels, the power will be rendered permanent without a dam. The probable cost of occupying the site below the Narrows is estimated at $357,940, viz:

Excavation of 105,283 cubic yards of earth, for canal, forebays, races, &c., at different depths, from 12 to 33 feet,	$28,630 90
MASONRY.	
For forebays, races, river wall of the shops, 13,068 perches, at $2 16 per perch,	$28,226 88
For arches and flagging, 188 perches, at $4 32,	812 16
For canal wall, and river wall, from the tunnel, 33,373.05 perches, at $2 16,	72,085 78
Two bridges over canal, at $100 each,	200 00
Four bridges over forebays, at $25 each,	100 00
Head-gate to the tunnel, thirty feet high, including masonry, fixtures, &c.	698 18
Sixty-one buildings, including officers' quarters, thirty-two dwellings for workmen, offices, and workshops, with fixtures for machinery,	164,030 02
Tools and machinery,	14,522 00
Miscellaneous articles,	1,549 00
	$310,854 92
Add for contingences, ten per cent.	31,085 49
	$341,940 41
Purchase of 450 acres of land, and water privileges,	16,000 00
Aggregate,	$357,940 41

It is to be observed of this site, that the fall employed is the whole descent of the river in the distance of five miles, which differs but little from the rate of its descent, either above the head or below the outlet of the tunnel. It is probable, therefore, that the river rises equally high at both places; and, when at its greatest elevation, that the column of water, pressing against the outer side of the head-gate, will be fourteen feet higher than the column which sustains it within.

Any accident that might happen to destroy or remove the gate, or in any other wise give a free passage to the water, at that time, would be followed by the immediate ruin of the river wall, and would put a stop to the operations of the armory.

The danger might be removed, however, by the use of additional head-gates, to divide the pressure of the column of water; and would be preferable to a weir, which at this place would not cost less than twelve or fifteen thousand dollars.

The mode of conveying the water to the workshops, by means of a river wall, is an inconvenience attending the position of the present tunnel, which remains to be noticed. The wall must be placed in the bed of the river, and the current would strike against it near the mouth of the lagoon, at an angle of forty degrees. We should prefer to abandon this tunnel, and to open another, through the hills, entering about five hundred yards above the head of the old tunnel, and taking it direct to the ravine near the workshops. Its length would not exceed four or five hundred yards; and allowing the excavation to be made sufficiently high to leave the roof as it ought to be above the surface of the water, when at a medium, or even a higher stage, it would probably cost less than the river wall, but would require equal precautions against accidents to the head-gate. Two hundred thousand acres of vacant lands lie adjacent to the site, and all within five miles of it has been appropriated by an act of the State Legislature to the use of the General Government, in case the armory should be located at the Narrows.

The resources of the neighboring country, in reference to the wants of an armory, consist chiefly of fuel, (fire wood,) building timber, and iron. Several furnaces and forges are in operation within a few miles of the site. A ton of iron, from the works of Colonel Napier, was sent to the armory at Springfield, during the last season, and proved, on trial, to be equal in quality to any that is found in commerce, and only inferior in the refining to the best warranted Salisbury iron, made especially for that armory, and for which twenty dollars per ton extra is paid.

The distance from the Narrows to the Cumberland river is less than ten miles on a straight line, and about twenty miles to Nashville; the road leading from the latter place to Charlotte passes within a mile or two of the site. Harpeth river is said to be navigable from one to four months in the year, for boats drawing three feet water. Steamboats ply on the Cumberland river during five months in the year; keelboats about ten months, and sometimes the whole year. It is never obstructed by the ice, unless by that of the Ohio, near its mouth; and the general character of its navigation below Nashville is said to equal that of the Ohio between Pittsburg and Louisville.

The falls of the Ohio are occasioned by an irregular bed of horizontal limestone, about two miles broad, that forms a natural dam twenty-five or thirty feet high above its base, and extending obliquely across the river, from between Shippingport below, and Louisville above the falls, on the Kentucky side, to the upper end of Clarksville below, and Jeffersonville above them, on the Indiana side.

The course of the Ohio, until it passes Jeffersonville, is nearly parallel to the upper limit of this obstruction; opposite to Louisville, the river changes its direction to the right, and, after passing over the bed of limestone, to the foot of the falls, it again changes it direction between Clarksville and Shippingport, resuming very nearly its original course, and leaving Shippingport on a point of low bottom to its left.

Louisville stands on an elevated plain, nearly opposite to the head of the falls. A short distance below the town the high ground recedes from the river, leaving an intermediate body of low bottom land, that extends and gradually enlarges, in the direction of Shippingport, where it is nine hundred or a thousand yards wide. The upper side of the bed of limestone quits the Kentucky shore at the lower end of Louisville, making an acute angle with the course of the river bank above, and leaving a secure and tolerably commodious harbor in front of the town, and extending upwards as far as the mouth of Bear Grass creek. The termination of this harbor or basin is the point from whence the water must be taken to any site on the Kentucky side. The rock near the head of the falls is left bare at low water, for a considerable distance from the shore, on both sides of the river. It is exposed for ten or twelve hundred yards below the basin, and five or six hundred yards in front of it, and before Louisville, forming a level plain about a foot above low water, and connecting Corn Island, near the head of the falls, with the Kentucky shore. On the opposite side, below Jeffersonville, it extends to a greater distance along the margin of the river, but has a less width.

The right bank of the river, from Jeffersonville, nearly as far as Clarksville, is high, and not subject to overflow, with the exception of a narrow strip of low bottom, eighty or one hundred yards broad, in places that will be noticed hereafter. Near the upper end of Shippingport, and immediately at the foot of the falls, is Rock Island. It is the first of a succession of low islands that extend more than a mile up the river, and terminate in a reef of rocks that reaches to the head of the rapids. This chain of islands and reef divides the river into two unequal channels, with very unequal descents, as far as Rock Island. The Kentucky channel is again divided, but in a manner that will not affect the use of the water power, and therefore does not require to be described.

Fourteen hundred yards below the head of the falls, the descent in the channel next to the Indiana shore is 17 feet; and immediately opposite, on the Kentucky side of the river, the descent is only 7 feet. This difference of level continues to the forebay of Tarascon's mills, at the upper end of Shippingport, where the whole descent is only 8 feet 4 inches, and is the largest portion of the falls that can be employed at an armory, without going near to Portland, about half a mile below Shippingport, where the ground affords sufficient space for the buildings. Thus, there are three sites at these falls: one above Tarascon's mills; another between Shippingport and Portland; and the third below Jeffersonville, Indiana: all very differently circumstanced, and will require to be considered separately.

But as the height and continuance of the periodical rises of the river, and particularly the relation which subsists between the successive rises immediately above and below the falls, in connexion with the height of the whole fall at low water, will influence materially the expense, if not the security of the works, as well as the term of interruption to the power at each of these sites, it will be proper, in the first instance, to present such facts and circumstances concerning them as are in our possession, and which governed in the estimates.

The highest rise within the recollection of the inhabitants is stated from 35 to 37 feet at Louisville, and from 56½ to 61 feet at Shippingport. A plan and profile of the bed of the river next the Kentucky shore, between Louisville and Shippingport, from a survey by Mr. Torren in 1819, makes the height of the freshet in 1817 to be 35 feet above low water at the mouth of Bear Grass creek, and 60 feet 7 inches at Shippingport. Mr. Flint, the engineer employed by the Ohio Canal Company, states the rise at Jeffersonville in 1815 to have been 37 feet above the lowest stage in 1819, which accords exactly with the measurement from water marks at Bear Grass and Jeffersonville, made by the surveyor, under our direction.

The falls have been frequently surveyed, and levels taken to determine their height, but generally without ascertaining the stage of water at the time, otherwise, it would seem, than by estimate or conjecture, and from which the whole descent of the river, at extreme low water, is then calculated; hence it is variously represented from 22½ to 27 feet. So, also, the height of the greatest rise at Shippingport appears to be generally inferred from its height at Louisville, where the low water marks may be ascertained and measured from, with more certainty and ease than below. The greatest portion of the whole fall, actually measured by any individual, appears to have been done by Mr. Flint in 1819, who found the difference of level, between the surface of the river at Jeffersonville and the northwest point of Rock Island, near the upper end of Shippingport, to be 24 feet 5½ inches, when the river was at its lowest stage in that year, and only 8 inches depth of water on the bar at the head of the falls.

Mr. Torren, on his plan and profile, above referred to, lays down the whole fall, at extreme low water, at 26 feet, but expressly as calculated at 4½ inches depth of water on the bar, which is the least depth ever known upon it. The calculation, then, must have been made subsequent to the survey in 1819, at which period the least depth of water on the bar was ascertained to be greater than what he states it.

But as his levellings were carried to a point below Rock Island, and as the Ohio river was subsequently lower than in 1819, his estimate of the whole fall (if it be taken for a period of extreme low water) will correspond sufficiently with the levellings of Mr. Flint in 1819, and may be considered as the nearest approximation to the truth which a comparison of all the data in relation to the subject will admit.

The ratio between the rise of each successive foot at Louisville, and the corresponding rise at Shippingport, counting from any given stage of the river up to its greatest elevation, is not known. It has been determined, however, with sufficient accuracy, to an extent that will be useful in the present inquiry.

In 1809, Mr. Nicholas Berthoud, of Shippingport, with the assistance of another gentleman at Louisville, ascertained, from a series of daily observations, the relative rise of the river at both places, for several successive feet above low water. Each foot of rise above the falls, during the first three feet, was accompanied by a uniform rise of 4 feet below; making the whole rise below 12 feet, and 3 feet above. The ratio then changed, and continued to decrease. At the seventh foot rise above, the whole rise below was 24 feet; and at the ninth foot above, it was about 28½ feet below. Some doubts, however, were expressed to us as to the accuracy of these memoranda after the seventh foot. The actual difference of level between the surface of the river at Louisville and Shippingport, at the commencement of these observations, was not known. Nor is the circumstance very essential, as it can be determined with sufficient exactness for the present purpose from other data. The levellings and measurements of Mr. Flint show that the ratio of 4 for 1 only begins at a certain elevation of the river; and that, when the fall was more than 24 feet in 1819, and the depth of water on the bar was less than 1 foot above extreme low water, the ratio was less than 2 for 1.

The whole descent from Louisville to Shippingport must, therefore, have been less than 24 feet at the commencement of Mr. Berthoud's observations in 1809. If 24 feet be taken as the fall at that time, it will appear that the whole descent of the river was only 7 feet, when the rise observed at Louisville was 7 feet; and, by continuing to diminish the ratio for the 3 succeeding feet above that rise, in the same degree that it is found to diminish in the 3 feet preceding it, the fall will be 3½ feet when the river at Louisville is 10 feet above its level, at the time the observations were begun: from whence it will follow, that the power at an armory below Shippingport will prove

inconvenient, if not inefficient, in its operation, when the river shall have attained but little more than one-fourth its greatest elevation at Louisville, and that it will cease altogether before the river shall have attained to one-third its greatest elevation at that place. These results are much more favorable to the duration of the power than those derived from another respectable authority. A scale constructed by the engineer, Mr. Brooks, to show the action of the water on the falls, makes the whole difference of the level between Louisville and Shippingport to be only 3 feet, when the rise on the bar, at the head of the falls, is 7 feet above extreme low water; at which period the whole fall is laid down at 24 feet. The power, according to this scale, would, therefore, be totally interrupted when the river shall have reached one-fifth of its greatest height at Louisville. We have adopted the observations of Mr. Berthoud, however, as more authentic; and it has governed in the calculations for the canals, walls, &c. for the different sites. Both scales are placed in the appendix.

SITE BELOW SHIPPINGPORT.

This site embraces the outlets between Shippingport and Portland, and will admit of using whatever portion of the whole fall may be found most advantageous.

The ground is sufficiently extensive, and, although that part next the river is first on low bottom, it is but seldom overflowed, and is covered but a few feet by the highest freshets. The embankments necessary to secure it from this inconvenience will cost but little, and may be made secure; and in case any accident should happen to them during the freshet, the consequences could not be serious. These remarks, however, only apply to that part of the ground adjoining Portland: near to Shippingport, the river bottom is much lower; but, as the object of the estimate is to determine the least expense which would attend the occupation of any site below this place, the works are supposed to be located as near to it as a ravine at its lower end will permit; and the length of the canal is reduced several hundred yards in consequence. The water would be conveyed to this site from the lower end of the basin, before Louisville, by a canal 3,355 yards long. In the first 773 yards, it will pass through the rock plain that connects Corn Island with the shore at low water; the remaining part of the distance will be through the low bottoms, to the lower end of Shippingport; and thence parallel to the river bank, in the direction of Portland, as far as the position of the last workshop.

Estimate of the expense for an armory below Shippingport.

EXCAVATIONS OF EARTH.	
For forebays, races, &c.:	
17,785 cubic yards, from 16 to 20 feet deep, - - - -	$4,077 26
For canal:	
239,714 cubic yards, 16.7 deep, at 18 cents per yard, - - - -	43,148 52
41,651 cubic yards, 28 feet deep, at 34 cents per yard, - - -	14,161 34
OF ROCK.	
For forebays, races, &c., levelling for foundations of walls:	
439 cubic yards, at 50 cents per yard, - - - - -	217 77
For canal:	
4,489.62 cubic yards, 4¾ feet deep, at 66 cents per yard, - - -	2,963 15
27,982.96 cubic yards, 7¾ feet deep, under 16.72 depth of earth, at $1 25, - -	34,978 70
MASONRY.	
Walls for forebays and races:	
2,289.77 perches, at $3 per perch, - - - - -	6,869 32
Arches for forebays and races:	
747.49 perches, at $4 75 per perch, - - - - -	3,550 57
River wall and piers:	
15,875.02 perches, at $2 75 per perch, - - - - -	43,655 55
Walls for canal, at the shop at ravine:	
7,372.85 perches, at $2 75 per perch, - - - - -	20,275 33
Bridges:	
Two, at $100 each, - - - - - -	200 00
Head-gate to canal, 44 feet high, above bottom of canal, including the masonry, &c., -	2,181 96
Buildings, including workshops and fixtures for machinery, &c., - - -	173,142 32
Tools, machinery, and miscellaneous articles, - - - -	16,071 00
	$365,492 79
Deduct for stone excavated from canal, and used in building walls, - - -	6,571 28
	$358,921 51
Contingent expenses, estimated at 10 per cent., - - - -	35,892 15
	$394,813 66
Two hundred acres of land, embracing lots of Shippingport and Portland; value not known.	
Aggregate,	

It is proper to mention a circumstance that may add materially to the expense of occupying this site. We have no information respecting the position of the rock below the surface of the ground, other than what is furnished by the experiments of Mr. L. Baldwin, who surveyed a route for a navigable canal round the falls in 1815, under the direction of the Ohio Canal Company, and bored the ground in nine different places on the line of the location, to ascertain the distance of the rock below its surface. The route of the proposed canal, for an armory below Shippingport, follows a straight line from the point where it first enters the low bottom at Louisville, until it reaches the lower end of Shippingport, and would pass very nearly over the same ground with that located by Mr. Baldwin.

We have, therefore, adopted his profile and sections of the ground, reducing the points at which his borings were made to corresponding points on the straight line. It appears, from this profile, that the surface of the rock

gradually declines in the direction of Shippingport, and, at the distance of 700 yards from the river, sinks below the level of low water above the falls; the last boring is at a point 290 yards from the river, and the surface of the rock is there 7 feet below that level. The straight line of the canal continues 220 yards beyond this point, to within 70 yards of the river, below Shippingport, and thence 300 yards parallel to the river bank, in the direction of Portland. The surface of the rock in the latter distance is assumed in the estimate to be nine feet below the level of low water in the canal, and the dimensions of the walls are regulated accordingly.

There is no other reason for supposing it may be found at that depth, along this part of the route, than what may be inferred from the borings of Mr. Baldwin.

It certainly does not extend to the river at the site; nor is it any where exposed to view at the river bank below Shippingport, and it may terminate several hundred feet above the workshops; in which case the additional quantity of masonry that would be required, beyond the amount stated in the estimate, might exceed eighteen thousand perches.

SITE ABOVE SHIPPINGPORT, NEAR TARASCON'S MILLS.

This site is near the upper side of Shippingport, and five hundred and seventeen yards above Tarascon's mills the whole descent of the river is eight feet.

It has the advantage over that below Shippingport of a secure rock foundation, elevated several feet above low water, on which to build the river wall and other masonry.

The water would be taken, as in the former case, from the basin before Louisville. The canal would pass 1,058 yards through the rock plain, between Corn Island and the shore, to where it enters the bottom land; and from thence it will pursue a straight course 1,400 yards, to the workshops, through the low river bottom. The earth, in these distances, averages 19.36 feet above the surface of the rock; the rock averaging 3.97 feet above the level of low water at Louisville.

In whatever manner the fall at this site may be divided between the descent of the canal and the head employed on the wheels, the excavations must necessarily be great.

In the estimate of the expense, the wheels are supposed to be placed only six inches above low water, which is necessary to leave the head employed on them, the power that is assigned to it at that stage of the river. The rest of the fall is divided between the descent of the canal and the head employed on the wheels, and will require more than 500 cubic feet of water per second. This distribution of the fall is made exclusively with a view to economize the expense of the excavations, and will evidently be inconvenient, even with reaction wheels, and impracticable with any other kind. They will remain submerged not less than nine or ten months in the year, and frequently the whole year.

Estimate of the expense for an armory at the site above Shippingport.

EXCAVATIONS OF EARTH.

For forebays, races, &c., at the workshops, 26,893.4 cubic yards, from 14 to 28 feet deep, -	$7,022 85
For the canal, 103,910.9 cubic yards, averaging 17.1 feet deep, at 21 cents per yard, -	21,821 29
42,581.75 cubic yards, averaging 29.5 feet deep, at 36 cents per yard, - - -	15,329 43

OF ROCK.

For forebays and races, 1,619.99 cubic yards, from 6.5 to 9 feet deep, - - -	1,342 88
For the canal, 25,282.4 cubic yards, averaging 5 feet deep, at 66 cents per cubic yard, -	16,686 38
30,689.1 cubic yards, averaging 13.54 feet deep to bottom of canal, under 17.15 feet of superincumbent earth, at $1 37½ per cubic yard, - - - - -	42,197 51
4,640 cubic yards, 11.79 feet deep, under 29.5 feet of earth, at $1 60 per cubic yard, -	7,424 48
Embankment at the upper and lower sides of the site, 12 feet average height, 42,854.9 cubic yards of earth required, at 15 cents per yard, - - - - -	6,428 24

MASONRY.

Walls for forebays and races, (vaulted,) 717.25 perches, at $3 per perch, - -	2,151 75
For the arches, 852.58 perches, at $4 75, - - - - -	4,049 76
River and canal walls at the workshops, 17,527 perches, at $2 75 per perch, - -	48,199 38
Head-gate for the canal, 45 feet, including masonry, &c. - - - -	2,841 96
Two bridges over the canal, $100 each, - - - - -	200 00
Buildings and fixtures for the machinery, - - - - -	172,617 32
Machinery, tools, and miscellaneous articles, - - - - -	16,071 00
	$364,384 23
Deduct for stone excavated from the canal, and used in building the walls, 19,068.88 perches, at 75 cents per perch, - - - - - -	14,322 66
	$350,061 57
Contingent expenses, estimated at 10 per cent., - - - -	35,006 15
300 feet of land fronting on Mill street, and between it and the Ohio river, at the upper end of Shippingport, J. A. Tarascon, owner, offers at $50 per foot, - - -	15,000 00
100 acres of Lytle's land, offered at - - - - -	105,000 00
Aggregate, - -	$505,067 72

One hundred acres of land additional required for the site, price not known, including about three acres divided into out-lots, number and extent of lots not known, rated at $20 per foot, front on the streets.

The excavations in this estimate can only be diminished by diminishing the head of water on the wheels, and augmenting the descent of the canal by the difference, in order to obtain a less area for its transverse section, by increasing the velocity of the current in a greater ratio than the quantity of water; but this would be a substitution of one inconvenience for another.

Besides, the head employed on the wheels is already reduced to four feet at extreme low water, and the velocity of the current in the canal is between four and five feet per second through the rock, where the depth of the excavation is greatest; and if this velocity could even be increased at low water, it would cause it to be too great at the period when a rise in the river should raise the water in the canal above the surface of the rock, and bring it in contact with the earth sides above.

Levels were taken on four different lines, extending across this site from the river bank to the high ground in the rear. The greatest elevation of the surface on either of these lines is 6.66 feet below the level of the highest rise of water at Louisville. The greatest average elevation of the surface on any of these lines is 11.56 feet below the same level.

The highest part of the site is near the position occupied by the workshops and other buildings; and the distance from the river to the nearest part of the high ground back of it is 850 yards.

The excavations from the canal will be sufficient to make the embankment on the side next to and between it and the river. From the point where the canal first enters the river bottom to the nearest high ground, (a distance of 1,050 feet,) and from its termination at the workshops to the nearest part of the high ground back of Shippingport, (a distance of 2,491 feet,) the embankments will average 15 and 12½ feet in height, respectively. The utility of these embankments may justly be questioned, unless their dimensions are made sufficiently great to prevent all hazard of accident. To omit them altogether would be attended with great inconvenience during the prevalence of a flood that should rise above the surface of the site, although but little danger might ensue to the works. On the contrary, whatever convenience they might afford during the continuance of ordinary freshets might be dearly paid for by any accident that should open a passage to the water when the river was at an elevation equal to that of 1815. During the high freshets the water can be admitted into the canal only to within eight or nine feet of the extreme elevation of the river, without flooding the site. The difference in the pressure of the two columns of water at the elevation of 42 and 34 feet, respectively, on the outer and inner sides of the head-gates, would then be such as to warrant serious apprehensions for their security, and would either require the use of additional head-gates to divide the pressure, or to subject the site to the inconvenience of partial inundation. A plan has been proposed for using the water at this site different from that which we have adopted, and which it may be proper to notice. It is to build a wall in the bed of the river, extending from the upper workshops to the foot of the falls, a distance of 727 yards, and at a sufficient distance from the works to permit the intervening space to be used as a tail-race, and by damming out the river opposite to the works, to enable breast or undershot wheels to operate, until they are stopped by the refluent water from below the falls. The object might no doubt be accomplished by the means suggested, and the duration of the power prolonged materially beyond the period at which it would be interrupted, if these wheels were left exposed to the rise of water in front of the works. The use of reaction wheels, however, answers an equal or better purpose, without the aid of the river wall. Besides, the proposed plan would compel the United States to purchase the whole of Mr. Tarascon's very valuable property along the margin of the river, including Rock Island, for which he asks $200,000; and this in addition to the quantity of ground that is at present required for the site.

SITE BELOW JEFFERSONVILLE.

It has already been stated that the descent of the river on the Indiana shore is 17 feet at a point 1,400 yards below the head of the rapids. The ground at this place is high bottom, that never overflows, and affords an advantageous position for the erection of the necessary buildings for an armory. A narrow bench or strip of low bottom extends along the front of the high ground as far up as Jeffersonville, and is sufficiently wide below the head of the rapids and at the site to afford convenient space for the canal and workshops.

Between this bench and the river, at low water, the rock is left bare to the distance of 1 or 200 yards. According to the plan adopted in the estimate for this site, the canal will pass about 800 yards through this bed of rock, from a point 180 or 200 yards above the head of the rapids to where it enters the low river bottom, and from thence to its end the distance is 676 yards. The surface of the rock in the first 800 yards averages less than 18 inches above low water at the head of the canal. In the remaining 676 yards its average height is about four feet, under superincumbent earth that varies from 17 to 24 feet deep.

The excavations of earth from the canal would be sufficient to raise the embankment next the river to a level with the adjacent high ground, and the workshops might be placed nearly at the same height with the rest of the buildings.

Estimate of the expense for an armory below Jeffersonville.

EXCAVATIONS OF EARTH.

For forebays and races, 9,839.82 cubic yards, of different depths, - - -	$1,549 24
For canal, 35,924.4 cubic yards, averaging 17 feet deep, at 21 cents per yard, - -	7,544 12
27,592 cubic yards, averaging 24 feet deep, at 28 cents per yard, - - -	7,725 76

OF ROCK.

For forebays and races, 4,670.38 cubic yards, of different depths, - - -	3,946 73
For canal, 11,209.3 cubic yards, from 3 to 6.43 feet deep, 75 cents per yard, - -	8,406 97
10,225.34 cubic yards, 11.04 feet deep, under 24 feet depth of ground, at $1 50 per yard, -	15,337 95

MASONRY.

Walls for forebays and races, (vaulted,) 439.757 perches, at $3 per perch, - -	1,319 27
River wall, piers, and walls for canal next the workshops, 13,480.519 perches, at $2 75 per perch,	37,071 41
Arches for forebays and races, 852.58 perches, at $4 75 per perch, - - - -	4,049 76
Two bridges over canal, $100 each, - - - - - -	200 00
Head-gate, 44 feet high, including masonry, &c. - - - -	2,181 96
Buildings, including fixtures for machinery, &c. - - - -	168,570 25
Tools and machinery, including miscellaneous articles, - - - -	16,071 00
	$273,974 42

Brought forward, - - - - - - -	$273,974 42
Deduct for stone excavated from canal and used in the walls, 14,772.85 perches, at 75 cents per perch, - - - - - - -	11,079 64
	262,894 78
Contingent expenses, at 10 per cent., - - - - -	26,289 47
87¼ acres of land, offered at different prices, from $30 to $100 per acre, amount to - -	5,785 00
Hughes & Co's. mill and water rights, - - - - -	12,000 00
312¾ acres additional, price not known, estimated at $40 per acre, - - -	12,510 00
Aggregate, - -	$319,479 25

A greater head of water is employed on the wheels at this site, and a greater descent allowed to the canal, without inconvenience to the works, than the whole amount of fall can furnish at the site above Shippingport. These advantages, together with the circumstance of its requiring a much shorter canal, give to it a great superiority as regards the relative expense of establishing an armory at the two sites, and as relates to its security; it is exposed to no hazard that is not common to all situations on the margin of a large river that is subject to equal high rises with the Ohio. The water may be admitted into the canal on a level with the highest freshets, without interfering with any of the buildings, or producing any serious inconvenience to the works. The power will be interrupted sooner than at the site between Shippingport and Portland, and probably not so soon as at that above Tarascon's mills. The difference in this respect, however, cannot be estimated, nor can it be considerable. Supposing the power to continue effective at the site near Portland until the rise at Louisville exceeds 9 feet, the power at the site above Tarascon's mills will probably continue to be efficient, until after the rise of the Ohio below Shippingport exceeds 24 feet. And, at that stage, the descent of the river, at any two opposite points, taken on the Kentucky and Indiana sides, will no longer be in the same ratio as at low water, but may approach nearer to that of the respective distances of these points, below the head of the falls; consequently, the power at Tarascon's mills, with horizontal reaction wheels, may continue effective for as long a period as at the site below Jeffersonville, although the former has only eight feet fall at low water, and the latter seventeen. There is an inconvenience attending all of these sites that has not yet been adverted to. The Ohio river, at its higher stages, carries, in its course over the falls, large quantities of sand, gravel, and stones of considerable size. Judging of the extent of its agency in these operations from the evidences which are exposed at different places, at and below the falls, at low water, on both shores, there is great reason to apprehend that the upper part of the canals, where they pass through the rock plain, would be more or less obstructed, or perhaps entirely filled, by the deposite left by the river during a single freshet. The evil, if it should exist to the extent here supposed, would require an expensive and inconvenient remedy. On the Kentucky side of the river, the course of both the proposed canals, where they are thus exposed, is nearly in the direction of the current, and would retain whatever it might convey into them. They may, therefore, require to be secured by a mole or pier, extending from the basin before Louisville to where they are taken into the low river bottom. These piers would require a head-gate, communicating with the shore at their junction with the basin. The same expedient might likewise be found necessary for the canal at the site below Jeffersonville, although its position may possibly admit a more simple and less expensive remedy.

The length of time that the operations of an armory would annually be interrupted at these sites, by the high water of the Ohio, cannot be determined with much certainty. It is stated to us that Mr. Tarascon's mills were stopped during six months in 1822–'3; that the ordinary period of the interruption, however, does not exceed three or four months. The forebay of the mills is eight feet below the head of the falls, and therefore does not furnish a criterion in this respect. But it has been shown that the power will most probably cease to be efficient at the site below Shippingport before the rise at Louisville is ten feet, and that it will be totally interrupted when the river rises above that height. According to the testimony of the pilots at Louisville and Jeffersonville, it appears that the depth of water on the bar continues at or above the depth of 6 feet from three to four months in the year, and continues four weeks at the depth of 20 feet, and six weeks at the depth of 10 feet.

Plans S and L, No. 1, exhibit profiles of the two canals at Louisville.
Plans S and L, No. 2, exhibit sections of the same.
Plans S and L, No. 3, exhibit sections of embankments for the same.
Plans S and L, No. 4, exhibit a copy of L. Baldwin's profile.
Plan L, No. 2, exhibits profile and sections of canal, 2d project.
Plan J, No. 1, exhibits profile of canal at Jeffersonville.
Plan J, No. 2, exhibits sections of the same.
No 5 is a map of the falls of Ohio.

NORTH BEND OF OHIO RIVER, FIFTEEN MILES BELOW CINCINNATI.

The Great Miami river, eight or ten miles above its mouth, adjacent to the village of Cleves, approaches near the North Bend of the Ohio. The intervening ground is chiefly a lofty ridge, depressed at one point to 137 feet above the level of the Ohio, and falling off to the bottom lands on each side. It declines somewhat abruptly towards the Ohio, but leaves a broad plat of high bottom land, well situated for the location of the buildings necessary for an armory. The least distance of the Miami from the Ohio is at a point below Cleves, and is about 1,500 yards. The difference of level in the waters of the two rivers is here 28¾ feet. The bottom lands extend from this point upwards, including the village of Cleves, and along the left bank of the Miami to the mouth of Jordan creek, a distance of 3,000 yards. The average elevation of this bottom, taking the most advantageous route for a canal, is 21.5 feet above the level of the Miami, at the mouth of Jordan creek, where the level of the water is 9.875 feet higher than at the point nearest the North Bend below Cleves. The bed of the Miami, when exposed to view, is composed of gravel and loose stones to a considerable depth, evidently changing their position frequently, according to the action of the current at its various stages of elevation, which appears to have been a powerful agent in their accumulation.

Sections of the river were taken at three points, which exhibit ten feet for the greatest depth at two of the places, and eleven feet at the third.

The rock bottom of the river, on which a dam must be founded, will, therefore, probably be met with at not less than ten feet below the surface of the water. It is proposed to take the water from the river near the mouth of Jordan creek, raising its surface ten feet with a dam, which will increase the whole fall to forty-eight feet, and reduce the amount of excavations for the canal.

The left bank of the Miami presents, at this point, a high bottom for the abutment of a dam. The river is three hundred and sixty feet wide at low water, being much narrower than at any point below. The bottom land on the right bank is also higher than at the other places, where sections were taken. It is, however, but fourteen feet high at the distance of eight hundred feet from the river, and would require an embankment or extension of the dam to that distance.

The length of a canal from the mouth of Jordan creek to the high ridge will be 92,270 feet; average depth of cutting in that distance, above the level of the dam, 11.62 feet. A tunnel through the ridge would be 1,817 feet long, entering the hill under a depth of about 36 feet of earth. We have no precise data for estimating its expense, but the cost will fall much below that of an open cut, as the ground is in one place, for the distance of 100 yards, more than 80 feet, and averages, throughout the whole distance, more than 50 feet above the level of the dam; an open cut would therefore require the removal of several hundred thousand cubic yards of earth, if the ridge should contain no rock. Indeed, the rock no where presents itself to view at the surface. The formation of the adjacent hills, however, leaves but little doubt of its existence; but, at what depth, or in what state, can only be ascertained by experiment; but, under all probable circumstances, the cost of a tunnel will fall much below that of an open cut.

From the outlet of the tunnel to the site of the workshops, the canal would be open a distance of 264 feet, and the cutting would average 15 feet above the level of the dam.

Estimate.

Excavation of 304,133.25 cubic yards of earth, averaging from 16 to 24 feet depth,			$74,063 50
Excavation of rock for tunnel, 1,817 feet long, 13 by 11.36 feet, estimated as consisting of rock alone, 9,932.7 cubic yards,			40,000 00
Walls for forebays, races, and canal, including arches, 12,409.71 perches,			25,191 70
Wall at mouth of ravine, to shield the river bank from the washings of the tail-races, 1,818.18 perches,			3,636 36
Dam, 400 feet long, 20 feet high, of large stone, dressed, including covering and filling,			29,000 00
Embankments, 800 feet long each, 22,133 32 cubic yards,			2,766 66
Head-gates to canal, bridges over forebays and canal,			597 92
Buildings and fixtures for machinery,			137,556 86
Tools, machinery, and patterns,	$14,522 00		
Miscellaneous articles,	1,549 00		
			16,071 00
			$328,884 00
Contingent expenses, estimated at ten per cent.,			32,888 40
Six hundred and forty acres of land, at $20,			12,800 00
		Aggregate,	$374,572 40

This site offers, in several respects, peculiar advantages. The extent and fertility of the adjacent country, and its proximity to Cincinnati, will assure to it a plentiful supply of provisions, and the command of all necessary supplies of materials and labor.

The navigation of the Ohio is free from many of the impediments which exist at higher points. The health of the place is comparatively good; and the volume of water afforded by the Miami, at its lowest stage, is abundant.

The highest known rise of the Ohio, at North Bend, is stated at 57 feet. The highest rise of the Miami near Jordan creek is said to be 15 feet. These great rises, however, do not occur annually, and are said to last for only a short period. The whole fall obtained, with the aid of the dam, is 48 feet. The least efficient head of water being 4 feet, and 1 foot of the fall used in the descent of the canal, the works would not be stopped by a rise in the Ohio, until it reached the height of 43 feet; and that, with the Miami at its lowest stage, (an occurrence by no means probable,) giving to the Miami a rise of only 3 feet above its extreme low stage, when the freshets occur in the Ohio, will permit the continuance of operations till the rise of the latter equals 46 feet. If the Miami should rise to one-third its greatest height, the works would not be stopped by a rise of 48 feet in the Ohio. The elevation of the Miami to one-half of its greatest rise would continue the operations with the Ohio, at an elevation of 50 feet; and if the rises of the Miami and Ohio should be simultaneous, and proportionate to their respective greatest elevations, the power would be permanent.

From the best information that could be obtained, it appears that the usual height of the winter and spring freshets is from 35 to 45 feet at Cincinnati; and that the water remains at above 40 feet elevation for about fifteen days, annually. It is therefore probable that the interruption of the power by high water will not constitute a serious objection to the site, if a dam can be erected to raise the surface of the Miami 10 feet.

The hazards of a dam 20 feet high, across the Miami, a rapid and powerful stream, with an average fall of about 4 feet per mile, for some distance above and below, are not easily estimated. The point selected for its erection is probably the best that can be found. Placing it further down the stream, where the right bank is lower, would not only increase the hazard of its loss, but would reduce the whole amount of fall, and increase the depth of cutting for the canal.

Placing it higher up will compel a resort to a river wall along the left bank, under a high bluff, for conveying the water down to Jordan creek, where the canal would enter the bottom land.

The extreme rise of the Miami, near Jordan creek, is said to be 15 feet. The high bottom, not now subject to overflow, is at the distance of about 800 feet from each abutment; and, instead of embankments, it may be found indispensable to extend the dam, or build heavy walls of masonry for a part or the whole of the distance, at an expense greatly beyond the sum estimated for a dam 400 feet long, with the embankments.

Several situations were examined on Licking river, Kentucky, within ten or twelve miles from its mouth. An abstract of the levellings taken at each of them is placed in the appendix; and, together with the sections of the ground exhibited on the accompanying plans, will show the height to which the rapids or falls at those sites are severally covered by the freshets of the Ohio, independent of the rises in the Licking, and render a particular description of them unnecessary. The only position below Falmouth, near the forks of the river, at which an adequate or permanent power can be obtained, by means of any dam that it would be safe, or perhaps practicable to erect, is at the mouth of Bowman's creek, twenty-three miles from the Ohio river. The highest rise of the Ohio does not cover the rapids at this site.

We did not examine it; but, from the returns of the surveyor who took the level, it appears that a fall of 14.5 feet may be obtained in the distance of three and a quarter miles; and that it would be necessary to take a canal nearly two miles through a river bottom, that averages 31 feet high above low water, to where the fall could be employed. An armory, at a site so circumstanced, would probably cost above $400,000.

SITE AT ZANESVILLE, OHIO.

The Muskingum river, as it approaches Zanesville, runs in a southwesterly direction till it reaches the falls. In passing them, it changes to a southeasterly course, forming nearly a right angle in its progress to Slagoe's run, where it bends away in a more southerly direction. The town of Zanesville occupies the angle formed by the river, stretching along its left bank, opposite and below the falls. Adjoining the lower part of the town, the river bank is narrow, affording barely sufficient space for the location of a canal and workshops. The second bank rises about 20 feet higher than the first, and affords a plat of about 20 acres, extending back a short distance, to the foot of the hills at its eastern extremity, but gradually widening towards the northwest. Licking creek enters the Muskingum from the westward, in the bend of the river at the falls, and above the town of Putnam, which occupies the right bank of the river, extending downwards, opposite and below Zanesville. The falls are now the property of an incorporated company, who have erected a dam 5½ feet high, cut a canal for the supply of mills, &c., and sold portions of the water power on both sides of the river.

This company has offered to the United States so much of the water as may be necessary for the uses of an armory, and the entire control of the stream when at a low stage, on the single condition that the Government construct a permanent stone dam and lock for the passage of boats over the falls.

Should an extension of the establishment, at a future period, require all the water which the site affords, it will involve the necessity of purchasing the entire rights and privileges of the company, which they offer at $80,000. The natural fall in the river, from the head of the rapids to Slagoe's run, a distance of 1,300 yards, is nine and a half feet. It is proposed to erect a stone dam seven feet high, nearly in the place occupied by the company's dam, take the water out at a point about 60 feet above Granger's mills, and cut a canal from thence, through the town, to within 500 feet of Slagoe's run, a distance of 1,056 yards. The canal will pass 1,023 feet through rock, averaging 16.35 feet deep, with 12.66 feet of superincumbent earth. From the termination of the rock to the end of the canal, the sides will be walled, and the bottom flagged; the distance is 2,145 feet, and average depth of earth 21.38 feet. From the dam to the site, the canal passes through the town of Zanesville, and requires to be walled on both sides, for the purpose of occupying a less width of ground and providing against the accumulation of obstructions. From the first workshop to the end of the canal, a wall on the side of the shops is indispensable, and the narrowness of the river bank warrants the use of one on the opposite side, although the expense is increased, as will appear by a reference to the calculations.

The public spirited citizens of Zanesville, aware of the expense of cutting a canal through the town lots, from the great value of both land and buildings, have determined to furnish, free of expense to the Government, all the ground necessary to be occupied by the canal, in its passage from the dam to the proposed site. The town authorities have also assumed the expense of bridging the streets and alleys wherever it may be requisite; therefore, the amount necessary for these objects is not embraced in our estimate. To render the abutment of the dam on the right bank more secure, and also to save the expense of constructing head-gates, and a race for supplying them, it has been considered advisable to purchase out the mills and water rights on the west side of the river, and they are included in the estimate accordingly. The dwellings for workmen are omitted in the estimate, and are dispensed with, from motives of economy. All those who cannot be accommodated in the buildings now erected, and included in the purchase of the site, must reside in the town.

A list of the lands, amounting to $331\frac{35}{100}$ acres, with numerous dwellings and other buildings, marked Plan Z No. 1, exhibits a description of the property to be purchased, including several coal banks; and the title bonds procured by the committee of the town, from nearly all the owners, assure to the Government the price to be paid for the same.

Plan Z No. 2 shows the boundaries of the lands, and the location of the workshops.

Plan Z No. 3 exhibits a profile and sections of the canal, at several points.

Estimate for Zanesville.

Excavation of earth for canal, forebays, races, and river wall, 122,956.4 cubic yards of earth, averaging from three to twenty-two feet deep,		$29,001 75
Rock for canal, 6,161.4 cubic yards, averaging 16.72 feet depth, under 12.66 feet of earth,		7,393 68
Walls for canal, forebays, races, flagging, piers, arches, and river wall, 39,787.02 perches,		79,950 04
Head-gates to canal, and bridges over forebays and canal,		500 00
Dam and wing, 963 feet long, 7 feet high, of large dressed stone, filling, covering, &c.,		26,000 00
Lock, 90 feet long and 20 feet wide,		5,000 00
Workshops and fixtures for machinery,		48,910 49
Tools, machinery, and patterns,	$14,522 00	
Miscellaneous articles,	1,549 00	
		16,071 00
		212,826 96
Contingent expenses, estimated at 10 per cent.,		21,282 69
$331\frac{35}{100}$ acres of land, and buildings of various descriptions, sufficient to quarter the officers and part of the workmen,		70,864 00
Jackson's mills, valued at		8,000 00
Aggregate,		$312,973 65

The whole fall obtained with a dam seven feet high is sixteen and a half feet.

The great rise of the Muskingum in 1817, just below the dam, is stated to have been 19.25 feet, while, at the lower bridge, it rose 23.166 feet. The fall in this distance is seven feet at low water, which gives more than three feet difference of level at the time of highest water; and as the difference must be greater between the water above the dam, and the river at Slagoe's run, it may equal four feet, which is the least efficient head that will operate reaction wheels at high water advantageously. Zanesville is 80 miles above the mouth of the Muskingum by water, and 60 miles by land. The river is navigable for keelboats drawing 30 inches of water, for two months, and for those drawing 18 inches eight or ten months in the year. The impediments to navigation from ice may be considered to exist about two months, annually. Of the shoals, the rocks at Duncan's falls, nine miles below Zanesville, are considered far the worst.

Levels were taken and profiles constructed for the purpose of estimating the expense of using the waters of the Muskingum at a site below Putnam; but the cost of a dam across Licking creek, a high river wall along the foot of the cliffs below the mouth of that stream, and its consequent insecurity, with the deep cutting and length

of canal necessary to convey the water to the lower part of the town, where only a site could be procured on favorable terms, made the whole expense exceed the cost of the site below Zanesville, and caused the project to be relinquished. Plan P exhibits the profile of the ground, and sections of the canal and river wall.

FALLS OF BIG BEAVER, PENNSYLVANIA.

These falls continue about five miles from their commencement to the junction of the Beaver with the Ohio river, twenty-eight miles below Pittsburg. The whole descent is fifty-seven feet, at low water, in the two rivers. The highest rise immediately at their junction is thirty-five feet, leaving twenty-two feet fall that is above the height of any freshet that has occurred, and independent of any rise in the Beaver.

There are several advantageous sites along the falls at which water power may be employed. The most desirable, as regards its position, is on the left bank of the river, and about two miles above its mouth. The power which it affords is ample; and a more favorable arrangement of the ground than it offers, for the erection of workshops and other buildings, could hardly be contrived. But the great elevation of the ground, for seven or eight hundred yards below the point where it would be proper to build a dam for the purposes of an armory, would render the use of a river wall or tunnel, to convey the water that distance, unavoidable; and either expedient was considered more objectionable, on the score of its insecurity and expense, than any inconvenience that might attend a situation higher up the river, on account of its greater distance from the Ohio.

The next most favorable position is at the village of Brighton, near the mouth of Walnut river, on the right bank of the river, and three and a half miles from the Ohio. It has the command of a greater power; and, in some respects, has peculiar advantages, which, with the reasons before stated, give it a preference over the one below it.

The distance from the head of the falls to the mouth of Walnut run is about a mile and a half, and the descent is twenty-two feet at low water. The highest rise of any freshet at the latter place is 11.75 feet; leaving 10¼ feet difference of level between the surface of low water above the falls and the highest rise of the river at the mouth of Walnut run. The Beaver is confined, at the head of the falls, and for some distance below, by a range of steep hills on its left, and a high and nearly level bed of rock on the opposite side, that terminates perpendicularly at the water's edge.

Descending from this point, the river makes a bend to the right, embracing, in its course to the mouth of Walnut run, a wide and elevated plain, lying between it and the hills to its right. The village of Brighton is at the lower end of this plain, where it rises gradually from the river to the height of 40 feet above low water. The surface of the rock that forms the right bank of the river at the head of the falls is about 31 feet above the low water at that place. Following the course of the river, downwards, it gradually declines in height; and at the distance of 500 yards, it disappears below the surface of the ground. From thence, to the site at Brighton, the ground presents an inclined plane towards the river; and for the greater part of the distance is sufficiently at command as relates to the depth of cutting that may be required for a canal.

In the plan for this site, it is proposed to erect a stone dam, eight feet high, at the head of these falls; to take an open canal from above it, through the rock plain, and thence, nearly parallel to the course of the river, as far as Brighton; and to establish the workshops on the left bank of Walnut run. The difference of level between the top of the dam and high water at the site is 18.25 feet; which gives 16.6 feet head and fall, that is employed on two overshot and two breast-wheels placed above the level of the highest freshets.

The dam will rest on a level rock foundation, about eighteen inches below the surface of low water; and will have the solid rock, on both sides of the river, for its abutments. A waste way, or weir, may be opened through the rock, from the canal to the river, at any point that may be preferred. We have placed it about 2,000 feet below the head of the canal, where the surface of the rock is about 8 feet above the highest rise of the river, immediately opposite, and 4 feet above the level of the dam. It is near seven times wider than the canal, and its position secures it from any hazard or inconvenience. Whatever may be the height of a freshet above the dam, nearly all the surplus water, supposing it to have free ingress into the canal, must be discharged over the weir, and the level of the water in the canal below it can never rise two feet above its ordinary height; and, if necessary or desirable, the water in the canal, near the workshops, may be kept at all seasons within a few inches of a uniform level.

Estimate of expense for an armory at Brighton, on Big Beaver.

EXCAVATIONS.

Of earth, for forebays, races, &c., 16,960.53 cubic yards, at different depths, from 3 to 26 feet, -	$3,275 91
For canal, 1,236.3 cubic yards, 2 and 2½ feet deep, at six cents per cubic yard, - -	74 17
15,619.8 cubic yards, 12 feet deep, at seventeen cents per yard, - - -	2,655 36
27,042 cubic yards, 7 feet deep, at ten cents per cubic yard, - - -	2,704 20
19,447.69 cubic yards, 14 feet deep, at nineteen cents per cubic yard, - - -	3,695 06
Of rock, for canal, 21,534 cubic yards, averaging 19.7 feet, at $1 10 per cubic yard, -	23,687 40
245.3 cubic yards, 4.6 feet deep, under 7 feet depth of earth, at ninety cents per cubic yard, -	220 77
607.2 cubic yards, 8.2 feet deep, at eighty cents per cubic yard, - - -	485 76
948 cubic yards, 4 feet deep, at sixty cents per cubic yard, - - - -	568 80

MASONRY.

For forebays, races, and side wall, 3,934.09 perches, at $1 68½ per perch, - -	6,628 93
275.15 perches, for flagging, at $3 37 per perch, - - -	927 25
Walls, for canal, 1,369 perches, at $1 68½ per perch, - - - -	2,306 76
Stone dam, 8 feet high, 520 feet long, water tight, stones of large dimensions, hammer dressed, including covering, and filling, and guard dam during its construction, - - -	13,031 39
Head-gate, - - - - - - -	142 84
Two bridges over canal, at $100 each, and four over the forebays, at $25 each, - -	300 00
Buildings, including officers' quarters, dwellings for workmen, offices, &c., workshops, with fixtures for the machinery complete, - - - - -	138,497 05
Tools and machinery, patterns, miscellaneous articles, &c., - - - -	16,071 00
	215,272 65
Contingent expenses, estimated at ten per cent., - - - -	21,527 26
1,356 acres of land, with water privileges, mills, &c., including Broadhead's claims, and settlers' rights,	43,050 00
Aggregate, -	$279,849 91

The principal proprietor of the land which includes the site declines selling a part, with the exclusive water right, for a less sum than is demanded for the whole tract. It is supposed that the title to a small portion of it is disputed; but, both as regards its quantity or situation, it is considered of no consequence to the site.

About fifty buildings are erected on the several tracts embraced in the estimate, including three grist mills, one saw mill, a forge, one two story stone dwelling-house, and several frame dwelling-houses. They would be of little or no use to an armory, except to accommodate the hands during the erection of the works. Those that are now worth any thing will ultimately be in the way, and must be removed; the rest may be considered as useless. Stone coal abounds in the adjacent hills, but the veins which have been hitherto discovered do not exceed two and a half or three feet in thickness; the coal will therefore cost more, and is probably inferior to that of Pittsburg. In the estimate of the annual expenditure of an armory at this place, the coal is supposed to be brought from the Ohio river. In case a vein of four or four and a half feet thick should be found near the river, within four or five miles above the dam, coal will not cost above two cents and a half or three cents per bushel, delivered at the works. Provisions and building materials are abundant, and labor cheap. The quantity of water which the Beaver furnishes, at its lowest stage, probably exceeds 135 cubic feet per second; the estimate of its volume is made from data obtained at Pugh's mills, a mile and a half below Brighton. An armory at Brighton will require 66 cubic feet per second, with the head and fall of 16.6 feet on breast and overshot wheels, exclusive of the forge, which will be operated by a reaction wheel below the others. It is more than probable, therefore, that the river will afford, at its lowest stage, at least twice the power that is required for an armory, without resorting to any portion of the fall, which is below the level of high water, except for the forge.

Keelboats navigate the Beaver as high up as Pugh's mills, within a mile and a half of the site at Brighton, about ten months in the year. Steamboats may ascend to the same place from two to four months in the year. The Beaver and Ohio are generally closed with ice from one to six weeks; both have been known to continue open all winter oftener than they have been closed for six weeks.

Plans B, Nos. 3, 4, 5, and 7, exhibit profile and sections of canal at Brighton, location of the buildings, plan and section of the dam, section of the river, and plan of O. Ormsby's lands.

OHIOPILE FALLS OF THE YOUGHIOGENY RIVER.

Where the Youghiogeny enters the gap of the northern range of Laurel Hill ridge, it makes a circuit of near two miles round a neck or tongue of land on its right, about three-fourths of a mile in length, and from 3 to 600 yards broad, that projects from the foot of a mountain in its rear. At the upper side of this tongue, and near the extreme point of the mountain, is the commencement of the Ohiopile falls and rapids, which terminate at the lower side, opposite to the point at which they begin, and 600 yards distant from it, in a straight line. The whole descent is 87½ feet; the highest rise of any known freshet is 10 feet above, and 20 feet below the falls, leaving 67 feet fall, free from interruption by the highest freshets. The area of the neck exceeds a hundred acres, and its general surface is sufficiently uniform for all the purposes of a site. The ground, on its lower side, next the foot of the falls, is advantageously disposed in steps or benches of sufficient width, and at convenient distances below each other, for the erection of buildings, and the successive application of the water to machinery, in any manner that may be desired. Forty feet of the whole fall may thus be employed, at a trifling expense. The bank then becomes steep, and nearly perpendicular, and the remaining part of the fall could not be conveniently used, without extensive excavations of the rock. To convey the water to this site, from above the falls, will require a canal of 700 yards in length; the first 400 yards pass through a strip of river bottom; the deepest cutting along the whole route is 30 feet, and occurs in passing a narrow ridge, near the middle of the neck, consisting principally, as is supposed, of rock. A dam four feet high across the river will be necessary to procure a depth of water at the head of the canal sufficient to prevent it from being choaked with ice, or obstructed by drift of any kind. The quantity of water which the river furnishes at this place, during an extreme dry season, is probably equal to its volume at Connelsville, fifteen miles below, where (estimating from data obtained at one of the iron works within six miles of that place,) it appears to have been not less than 80 cubic feet per second, and perhaps exceeded 100 cubic feet per second during the uncommon drought in 1823. The great fall, and the mode in which the water may be employed at Ohiopile, render the question concerning the difference of its volume at the two places one of very little consequence. In the following estimate, the rock is supposed to reach within four feet of the surface of the ground, from the point where the canal leaves the river bottom to its termination near the workshops.

Estimates.

Excavations of earth, for canal, forebays, and races, 17,078 cubic yards, from 3 to 13 feet deep, -	$2,747 60
Excavations of rock, for canal, basin, forebays, and races, 8,660.2 cubic yards from 3 to — feet deep, - - - - - - -	9,157 62
MASONRY.	
Walls for the basin, forebays, races, and weir, 1,478.7 perches, at $2 per perch, - -	2,957 40
Head-gate, 17 feet high, - - - - - - -	187 84
Dam, 4 feet high, - - - - - - - -	6,300 00
Four bridges, - - - - - - - -	175 00
Sixty-one buildings, including dwellings for officers and workmen, offices and workshops, with fixtures for machinery, &c., - - - - - -	147,330 51
Machinery and tools, - - - - - - -	14,522 00
Miscellaneous articles, - - - - - - -	1,549 00
	$184,926 97
Contingent expenses, estimated at 10 per cent., - - - -	18,492 69
640 acres of land, value not known, not to exceed $2 per acre, - - -	1,280 00
Aggregate, -	$204,699 66

If we regard the site at these falls in reference to the security of the works that might be erected on it, the perfect command of its water power, and the cheapness with which it may be employed, it surpasses any that has come under our observation. An additional excavation of 10,500 cubic yards of earth, and 900 of rock, estimated to cost less than $3,000, would enlarge the canal sufficiently to convey the whole volume of the river to the works

at low water, which would furnish three times the power requisite for the armory, and still leave unemployed a fall of more than 20 feet, that is altogether free from any interruption by freshets.

To these advantages are opposed its geographical position and its want of convenient communications. Surrounded on all sides by mountains, the adjacent country but sparsely inhabited, and, with the exception of fuel, (including stone coal,) affording few or no resources for an armory; it is without the means of water conveyance, and, as yet, without roads. Connelsville, fifteen miles distant by land, is the nearest point from whence boats descend the Youghiogeny, and from that place its navigation is irregular and precarious, and, it is believed, cannot be relied on more than two months in the year. Brownsville is the nearest point on the Monongahela, and is twenty-eight miles distant.

The national road passes within seven or eight miles of the falls, and a good road leading to it may be opened at a moderate expense per mile. After ascending the mountain, (10 or 1200 feet) the ground is sufficiently even, and otherwise favorable.

Much of the supplies for the armory, including nearly all the provisions for the workmen, must be drawn from the neighborhood of Connelsville and Uniontown; and if to the cost of opening convenient roads is added that of a permanent bridge over the Youghiogeny, at the falls, the site will no longer be conspicuous for its economy.

On the left bank of the river, near the head of the falls, is a site, in some respects preferable to the one just described; it would, perhaps, be still less expensive, and would communicate with the national road without the necessity of building a bridge over the Youghiogeny. It is doubtful, however, if the power which it affords might be sufficient. The fall is only 30 feet at low water, and terminates at a point where the river is deep, and has but little descent for some distance below. It is, therefore, probable that the freshets rise at that place to more than half the height of the whole fall, and reduce the power to less than one-fourth of that obtained at the lower side of the neck.

How far the weight of the preceding objections ought to be lessened by the probability of any future canal across the mountains, passing down the valley of the Youghiogeny river, is a consideration that does not properly come within the province that has been assigned to us.

We should present a very imperfect view of the relative advantages of the foregoing sites, were our examinations confined to the original cost of erecting the necessary buildings of an armory at each, and of applying the water power to its machinery. The difference in their annual expenditures will be far more important than that of their first cost; and, although it may not be practicable to show the whole, or even the greater part of the amount of these differences, yet there are several objects of yearly expenditure, (iron, fuel, and transportation, in particular,) of which the cost, in each instance, may be stated with sufficient accuracy to serve for a comparative estimate. It is seldom, and only to a small extent, that iron is made in the Western country of equal quality to that from the Juniata works, and, wherever this is the case, the Juniata iron regulates the price. The best iron made near the site on Harpeth river costs more than the Juniata iron may be delivered for, by contract, brought by the way of Pittsburg. The neighborhood of iron works to any of the sites we have examined will, therefore, not lessen the cost of that material at the armory, whatever advantage the circumstance may offer as a resource against accident or delay in the regular supply from Pittsburg. The cost of its transportation, or an equivalent sum, must be paid at all the sites below that place.

The following statement will show the annual expense of fuel and transportation of 122½ tons from Pittsburg, including the iron; and, in order to present the whole question of the relative cost of the several sites at one view, the estimated cost of the armory at each is recapitulated.

	Annual expense of fuel and trans'n.	Cost of the armory.
Beaver,	$2,693	$279,849
Zanesville,	3,697	312,973
North Bend,	4,974	374,572
Falls of Ohio, (Jeffersonville,)	5,922	321,184
Falls of Ohio, (Louisville,)	5,922	505,067
Narrows of Harpeth,	8,087	357,940
Cypress creek, (Alabama,)	8,764	232,365
Ohiopile falls of the Youghiogeny river,	-	204,699

We have no means of estimating the cost of transportation or of fuel, with correctness, at Ohiopile; the latter item, however, would probably cost less than at Beaver. Stone coal is estimated at eight cents the bushel at North Bend, and ten cents at the falls of Ohio It has been sold for less at Louisville, but it is ascertained that a regular supply of Pittsburg or Wheeling coal cannot be obtained at either place for less than the estimated price. That procured from Eagle creek, and other points much below Wheeling, is of inferior quality, and would not be used. It appears, from the above exhibit, that the annual expenditure at the sites south of Zanesville, for the items therein enumerated, increases to an extent that is sufficient to exclude them from further consideration, as regards their comparative advantages, merely as manufacturing establishments; and they would, probably, constitute but a small part of the annual excess of expenditure at those sites. The cost of labor will comprise near two-thirds the amount of the whole yearly disbursements at an armory; and it must successively increase at Louisville, Harpeth, and Cypress in Alabama. The present prices of labor at those places can be of little or no avail, for the purpose of comparison between them and the sites of Cincinnati, Zanesville, Beaver, and Ohiopile. The description of mechanics that are employed at an armory cannot, certainly, at this time, be obtained at Florence in Alabama, and must be led to emigrate thither by the inducement of high wages. Nor is it at all probable that they would be found in sufficient numbers near Nashville. At Springfield and Harper's Ferry, an expert workman may earn from two to three dollars per day, which is evidence that, even at those armories, the number of first rate workmen is not equal to the demand for their services, or competition would long since have reduced the rates of their labor. The high price of provisions at Harpeth and Florence, compared with prices at and every where above Cincinnati, would, unconnected with any other cause, produce a much greater excess of expenditure at those places than what has been already shown must exist. The circumstance before stated, that Juniata iron can be carried to Nashville as cheap or cheaper than it is manufactured in that neighborhood, is strongly presumptive of the correctness of this assertion; and another and similar circumstance may be stated in its confirmation. The iron works near Harpeth have the advantage of good water power, fuel in abundance, and ore of an excellent quality, and in large quantities. The iron works on the waters of the Monongahela and Youghiogeny rivers labor under a comparative want of fuel for smelting the ore; and provisions in their immediate neighborhood are much dearer than at any point on the Ohio river above Louisville. Iron from those furnaces is taken to Pittsburg in the pig; it is there refined, rolled, and then manufactured into nails, for the same price at which bar iron is sold at the works near Nashville. Unless the profits in the latter case are very extravagant, the inference must be highly unfavorable, as regards the price of labor, and other causes of expense, at a manufacturing establishment on the Harpeth; and which must operate extensively at an armory where two hundred mechanics are employed, besides fifty or sixty common laborers;

and, so far as the price of provisions may influence that of labor, the position near Florence certainly offers no advantage, in point of economy, over that on Harpeth river.

The great commercial advantages that are united at the falls of the Ohio, and the unequalled command which that position affords of water communication with all parts of the Western country, have contributed more than the character of its water power to give repute and value to its manufacturing advantages. The difficulty and danger inseparable from the location of works immediately on the bank of a large river, subject to equal fluctuations in its volume with the Ohio, and rising to the height of 55 and 60 feet above its lowest stage, must be evident to all who are familiar with the use of water power. And when, to the expense and hazard attending the occupation of a site so circumstanced, is added the certainty of an annual interruption to the power of six or eight weeks' continuance, and a liability to a longer interruption, the objections to its employment at an armory appear to us to be conclusive and unanswerable. The advantages of the site at North Bend have been mentioned: as relates to the price of labor and provisions, they are, perhaps, equal to those of any site that has been examined. From its vicinity to Cincinnati, its resources, in a general point of view, are superior to most of them; and, in its command of the navigation of the Ohio, it is only inferior to Louisville. The cost of the water power, and the insecurity of the dam across the Miami, (more particularly the latter,) form the principal objections to it.

The water power at Zanesville would never be entirely interrupted, nor seriously incommoded for more than a few days in a whole season; and may therefore be considered permanent. The dam across the Muskingum may be made secure; and it is believed that the river affords water enough at all times to extend the operations of an armory to the production of 50,000 muskets per annum: and as the greater part of the workmen might reside in the town, without much inconvenience, the site is sufficiently spacious to receive the additional number of buildings that might be required for other purposes. To these advantages it unites those of fuel in abundance, provisions at the lowest rates, a number of manufacturing establishments now in operation, and convenient boat navigation to the Ohio river nine or ten months in the year.

In estimating the advantages of a place in reference to it, as a site for an armory, it is certainly proper to consider those resources that would be brought into activity by the stimulus they would naturally receive from the annual disbursements of an armory in the vicinity. At some of the sites that have been enumerated, the effect would be necessarily inconsiderable. But the country around Zanesville produces raw materials of several kinds, and iron ore among the rest; and a great amount of unemployed water power is found within a few miles. At Duncan's falls the power is equally great with that adjoining the town, and sufficiently constant to be valuable for manufacturing purposes; and that on Licking creek is never interrupted. Combining with its present advantages so many circumstances favorable to its future industry, this place offers many and strong considerations in favor of its adoption as a site for a national armory. The objections to it are chiefly relative, and arise from comparing it with a more perfect water power, and a more convenient and less expensive site. The description given of the position on Big Beaver, Pennsylvania, leaves but little to say on the character of its water power. The perfect command of the water at all times; the more convenient manner of applying it to the wheels, which the fall at that site allows; its entire freedom from interruption by droughts or freshets; and the security it offers to the whole establishment of an armory, from the dam to the last workshop, give it decided advantages, in these respects, over any water power that has been examined, with the single exception of that of Ohiopile. It has a further advantage over that at Zanesville, in the greater number and more convenient arrangement of the buildings; greater economy in the first cost, and subsequent annual expense; and the last that will require to be stated is the superior healthiness of its situation. Comparing it with Ohiopile, it is apparent that the advantages which would accrue to the armory from its position on the Ohio river, from its vicinity to, and consequent command of, the resources afforded by the town of Pittsburg, more than compensate for the additional cost of its water power.

STEAM POWER.

The peculiar, if not the most prominent advantage of steam power, in a general point of view, is the liberty it affords of employing it wherever a power may be required and fuel is at command. This independence of locality, however, is confined within certain limits, as regards its practical utility. It requires a complex machine in its production, liable to accidents and interruptions from causes that are also peculiar to it; which, indeed, are of little consequence where the necessary facilities exist for the repair or renewal of any of its various parts that may be injured or destroyed, but which, under less favorable circumstances in these respects, may be attended with serious inconvenience and delay. Its convenience, and even economy, therefore, do not depend exclusively on the cheapness of fuel; and, as the town of Pittsburg unites nearly all advantages that are either essential or may contribute to its economical employments, and to an extent equal, perhaps, to what they are found separately elsewhere, the use of steam power will be considered as confined to that place, while viewing an armory merely as a manufacturing establishment.

The capability of steam to propel machinery of any kind or to any particular extent no longer offers a subject for inquiry. The question at present is confined to its economy and the advantages attending its use at a particular place. The first cost of steam engines, and their annual expense, do not increase or diminish in proportion to the size of each engine: a considerable part of the expense is that of attendance, which is equal in every case, at least within those limits that concern the present inquiry. The economy of steam compared with water power will therefore mainly depend on the number of engines that are to be employed. For all purposes that require or will admit a concentration of the power, a single engine might be fully competent, and, employed at Pittsburg, would be cheaper than almost any water power. But the power required at an armory is only employed as auxiliary to the labor of a large number of mechanics; and the nature and necessary distribution of the work to be performed by them render a considerable division of the power indispensable to the convenience and economy of such an establishment.

It is satisfactorily ascertained that three engines or wheels will be indispensable; and to make the power, as it ought to be, subservient to the most advantageous arrangement of the work, will require the use of at least four engines or water-wheels in all cases.

The following estimate will show the probable cost of an armory near Pittsburg, with the first cost of an adequate steam power, as well as its annual expense:

Estimate.

Buildings, including officers' quarters, dwellings for the workmen, coal and engine houses, workshops, with fixtures for machinery, &c., - - - - - -	$140,598 51
Machinery, tools, patterns, &c., - - - - - - -	14,522 00
Miscellaneous articles, - - - - - - -	1,459 00
Four steam engines complete, erected and ready for operation, (appendix, statement E,) -	14,492 00
	171,071 51

Brought forward,	$171,071 51
Add for contingencies 10 per cent.,	17,107 15
To which may be added the capital necessary to renew the wearing parts of the engines, and render the power permanent, (not included in the estimate of annual expenses)	5,811 00
640 acres of land, at $50 per acre,	32,000 00
Aggregate,	$225,989 66
Estimated annual expense of four engines, including fuel, repairs, incidental expenses, and hire of four engineers, (statement F,)	$3,631 20

The foregoing estimate of the engines is made conformable to present Pittsburg prices.

The engines are constructed on the plan of high pressure, capable of operating with sixty pounds to the inch, but of sufficient dimensions to propel all the machinery at a pressure of thirty pounds, or less, to an inch.

We have been cautious in limiting the pressure of the steam to a less portion of the resisting force of the boilers than is found necessary, or any where practised, with engines of this description. In what concerns their safety from the force of the steam, we are satisfied that such as are proposed to be employed in the estimate will be accompanied with no greater hazard than those usually constructed to operate with a pressure of seven pounds to the inch. And, independent of their greater economy, we believe them preferable on several accounts: they are more simple in their construction, easily attended, less liable to get out of order, and the several parts more easily repaired and replaced when injured or worn out. The accidents that have occurred on board of steamboats afford but little ground for the apprehension of similar misfortunes on shore; the use of steam in those boats is necessarily accompanied by many, and frequently by almost every circumstance of disadvantage to the safety of the engines. And when it is considered that an engine in a manufacturing establishment is never exposed to equal, and not often to similar causes of injury or hazard; that it is fixed, and not liable to be injured by accidents or movements of any kind that are extraneous to it; that the force of the steam, compared with the strength of the engine, will be moderate and nearly uniform, we can perceive no valid objection to its employment at an armory.

The site which has been selected, in case the use of steam power should be adopted, is about a mile above the United States' arsenal on the Allegany river, and three miles and a half from Pittsburg. The ground is in every respect favorable, and includes several hundred acres of coal land. The arsenal will afford a convenient depot for the arms, and save the expense of erecting a building for that purpose.

The following statement exhibits the cost of an armory at Pittsburg and at Brighton, with the annual expense required for the manufacture of 12,000 muskets at each, exclusive of labor.

PITTSBURG.

Cost of the site, with buildings, fixtures, &c., including steam engines,		$225,989 00
Annual expense of the steam power,	$3,631 00	
Materials, (appendix, statement A,)	31,149 70	
Miscellaneous expenditures, (statement C, appendix,)	2,395 00	
Total annual expenditure, exclusive of labor,		37,175 70

BEAVER.

Cost of the site, with buildings, fixtures, &c.,		279,849 00
Annual cost of materials, including fuel, transportation, &c. (appendix, A,)	$32,127 00	
Miscellaneous expenses, including repairs to the water works, (appendix, statement C,)	3,487 00	
Total annual expense, exclusive of labor,		35,614 00

If these amounts are reduced to the same denominations, the difference in the expense of an armory at either place will appear trifling. The inconvenience to the site at Beaver, of its greater distance from Pittsburg, is embraced, for the most part, in the estimated additional cost of fuel and transportation. Under circumstances so nearly equal as regards their situation, and where both the steam and water power are as free from any characteristic inconvenience as would probably exist at any two points that could be named, it appears that a preference for either must depend chiefly on the degree of comparative insecurity and of occasional interruption that may be attributed to the use of steam. The total exemption from all hazard to the buildings and the workmen that is secured to an establishment at Brighton, on the Beaver, induces us to prefer the water power at that place.

The extent of the armory which it is proposed to establish in the Western country is not designated in the act of Congress; and although a power sufficient for the manufacture of 12,000 muskets has been taken as a standard in our estimates, it might be deemed expedient, and may be contemplated, to extend its operations to the production of 24,000. In this case it would be necessary to increase the number of workshops, and to repeat the divisions of the power; four additional water-wheels or engines would be required, and consequently the annual expense of the steam power would be doubled, while the whole cost of enlarging the canal at Beaver, with the necessary walls, forebays, races, &c. for the additional water works would not exceed $19,000; and the site at Brighton would have a decided advantage, on the score of economy, with the volume of water now furnished by the Beaver at that place. But it would be unsafe to rely on its furnishing more than 135 cubic feet per second; and in the event of a navigable canal between Lake Erie and the Ohio, passing along the valley of Beaver river, its volume would probably be insufficient during a dry season for the supply of the canal and for the manufacture of 24,000 muskets; and, on the hypothesis of extending the operations of the armory to the production of that number, the site should be rejected. Of the likelihood of both or either of these events occurring, we possess, of course, no means of forming a judgment, and have therefore confined ourselves to stating the extent of the preference to which we think the site is entitled, with those circumstances which might eventually render it objectionable. Another and very different view may be taken of the subject. The muskets are now chiefly manufactured complete in all their parts at the national armories; and our estimates have been based upon the supposition that the same system will be continued in the Western armory. It is believed, however, that the cheapest method of fabricating small arms is to contract with individuals for the greater portion of the component parts, and to be received, inspected, put together, and finished at the public armory, where all the machinery and hands required for performing the entire work are in operation, in the manufacture of a limited proportion of the whole annual amount to be produced. This mode would enable an armory to command the whole manufacturing resources of the country around it, and insures the same degree of perfection and uniformity that would result from having all the parts made at that establishment.

The power required for the manufacture of 12,000 muskets per annum would operate the necessary machinery for making 8,000, and such other machinery as would be required for putting together and finishing 10,000: supposing the component parts to be made by contract, the estimated additional expense, either at Pittsburg or Beaver, would be $6,000, including the cost of a workshop, with the necessary additions and alterations to the machinery and fixtures.

If the whole power embraced in the preceding estimates, for the manufacture of 12,000 muskets, were employed exclusively in stocking and finishing the parts of the muskets made by contract, it would be sufficient to complete 38,000 stands per annum, at an additional expense of $26,000, in buildings, fixtures, tools, and necessary alterations; and, in case of emergency, the number might be increased to 42,000. This arrangement would also lessen the divisions of the power, and two water-wheels, or engines, would suffice. An armory manufacturing 12,000 muskets, annually, or only 8,000, and finishing 10,000, might, therefore, continue to perform the same operations, and be extended so as to produce 50,000 or 56,000 per annum, by employing two additional steam engines at Pittsburg. At Brighton, the additional expense would be still less than that before stated for the entire manufacture of 24,000 muskets; and to whatever extent the system of contracting for the component parts of the muskets might be carried within those limits, the comparative economy of the water power at that site would be proportionately increased by the difference in the transportation of the parts of the muskets, and that of the raw materials; and by the difference at that place and Pittsburg in the cost of nearly all the fuel required in their fabrication. These advantages, however, rest necessarily on the supposition that the volume of water in the Beaver will be at the command of the armory; otherwise, the power it will afford must be considered as limited to the manufacture of 12,000 stands per annum, or an equivalent number manufactured and finished, in case any of the parts are made by contract.

It is evident that the important advantage of thus extending the operations of an armory, and at a short notice, to the production of any given number of arms, can only be obtained by locating it in the vicinity of a place possessing capital and the command of extensive water or steam power. It is certainly unnecessary to give a detailed account of the manufacturing resources of Pittsburg, for the purpose of comparing them, at this time, with those of any other place in the Western country. It may be proper to mention, however, that there are fourteen steam engines, from 20 to 80 horse power each, now in operation, either in the town or its immediate neighborhood, two of which were erected during the last season. Four of them are employed in forging, rolling, and slitting iron; three of these are of 80 horse power, and one of 40. Two others are about going into operation for different iron works. There are also two manufactories of steam engines, besides several establishments that are more or less extensively engaged in the working up of iron and other metals into various objects of commerce. The power actually employed in these, and other operations carried on by steam, exceeds that of the whole volume of the Muskingum at low water, with the head of eight feet.

A great advantage attending the use of steam power to a private manufacturer consists in the small capital required at the outset, while the annual expenses are paid from the profits of the work, as they accrue. An individual, with a capital of only $5,000 vested in the first cost of the power, actually employs one of which the present purchase is worth $20,000, or $25,000, even at Pittsburg; and more elsewhere, in proportion to the additional cost of fuel. This cause, perhaps, more than any other, enables steam to compete successfully with water power for ordinary manufacturing purposes, even where its whole purchase is considerably greater, and both employed at the same place.

Notwithstanding this circumstance can have no weight in comparing the relative expense of steam and water power at a national armory, yet the great facility it affords to individual skill and industry must be considered as assuring almost unlimited resources to such an establishment in the neighborhood of Pittsburg, where iron and fuel are cheaper than at any other place in the Western country.

We do not perceive any reasons of a military nature that can materially affect the relative value of the different sites, in consequence of their respective distances from the points at which the consumption of arms would probably occur in time of war.

To consider the relations of an armory in the same light with those of a magazine or an arsenal, we think would be an error; the means of production being the principal requisite for the one, and those of conveyance for the others. Even as regards the certain and regular supply of arms to troops that are in the field, the utility of its position may obviously depend much less on the shortness of its distance than on circumstances which may facilitate or retard its operations.

If we compare the communications of Pittsburg and Beaver with those of the sites below, the difference will be found to consist more in the distance than in the duration of their interruptions. This difference, however, is definite, or at least confined within certain limits; and the balance of the arms manufactured during that period may be disposed of immediately after. If the probable interruptions or delays to the progress of the works are compared, the disparity must be considerable. The healthiness of the country around Pittsburg, and its constant command of all the materials and labor that are either permanently or occasionally required at an armory, leave no room for any unfavorable anticipations in these respects.

But its most essential advantage is in its manufacturing establishments and other resources, which would secure to the Government, in case of emergency, the means of promptly extending the operations of an armory to the production of almost any required number of arms; and, in all material respects, the position at Beaver is considered as commanding the resources of Pittsburg.

By a comparison of the cost of materials and fuel used in the manufacture of the musket at Springfield, Massachusetts, and the probable cost at Beaver, we are satisfied that it may be manufactured at the latter place, or at Pittsburg, for more than fifty cents less than at Springfield, in 1823; in which year the musket cost less than at any former period.

This difference between the Eastern and the proposed Western armories, in the actual and estimated cost of the musket, is probably less than would exist.

All which is respectfully submitted.

W. McREE,
ROSWELL LEE,
G. W. TALCOTT.

PHILADELPHIA, *January* 12, 1825.

Remarks.

It will be observed that the cost of excavating earth for the tail-races, &c. at the workshops is stated in the estimates at less than the cost of other excavations from corresponding depths.

This is owing to the situation of the races, which enables the earth, for a considerable distance, to be removed horizontally, without taking it to the surface of the ground above.

The cost of the perch of masonry depends considerably on the distance to which the materials are to be transported. At Louisville, the carriage alone amounts to one dollar per perch. In computing the quantities of masonry for walls, the perch is estimated as containing 24.75 cubic feet.

Additional remarks.

The wages of the armorers at Springfield will average about thirty-four dollars per month; board is two dollars per week; in all cases the workmen find themselves; therefore, the wages paid by Government include board, washing, &c. In some instances, a first-rate hand, with great industry, will make two dollars per day.

One hundred tons of iron is the quantity put down in the estimates for making 12,000 muskets. This leaves a deficiency of twenty tons. The quantity that will be made from the scraps, borings, turnings, &c. is estimated at thirty tons, which makes up the deficiency, leaving ten tons for machinery and tools, waste, &c.

If there is any deficiency in the estimated quantity of stock, it is in the steel; but if that is of the best quality, and the scraps and worn out files are worked, the quantity will be sufficient for 12,000 muskets.

List of plans and papers referred to in the report.

Marks.	
PLAN C.	Plan and section of a canal on Cypress creek, near Florence, Alabama.
MAP H.	No. 1. Survey of the Narrows of Harpeth river, Tennessee.
PLAN H.	No. 2. Plan and section of canal at the Narrows of Harpeth river.
PLANS S & L.	No. 1. Plans and profiles, Nos. 1 and 2, of canals at Louisville, Kentucky, falls of Ohio.
	No. 2. Sections of canals on profiles Nos. 1 and 2, above and below Shippingport, falls of Ohio.
	No. 3. Embankment for canal between Louisville and Shippingport.
	No. 4. Copy of L. Baldwin's profile of a canal at the falls of Ohio.
	No. 5. Map of the falls of Ohio.
PLAN L, 2.	Plan, profile, and sections of canal, between Louisville and Shippingport; second project.
PLAN J.	No. 1. Plan and profile of canal at Jeffersonville, Indiana, falls of Ohio.
	No. 2. Sections of canal at Jeffersonville.
MAP N.	Route of canal from the Great Miami river to the Ohio river, at the North Bend.
PLAN N.	Profile and section of canal and tunnel at North Bend.
MAP T.	No. 1. Map of Licking river, Kentucky, from its mouth to Cruizer's creek.
	No. 2. Map and profile of ground, at Three Mile Ripple of the Licking river.
	No. 3. Map and profile of ground at Six Mile Ripple of the Licking river.
	No. 4. Map and profile of ground from Six Mile to Dedman's Ripple on Licking river.
	No. 5. Map and profile of ground from Cruizer's creek to Bowman's creek, Licking river.
PLAN T.	No. 6. Plan, profile and sections of canal from Cruizer's to Bowman's creek, Licking river, Kentucky.
PLAN Z.	No. 1. Plan of canal at Zanesville, and description of property included in the proposed site, with prices of the same.
	No. 2. Exhibiting the boundaries of lands, and location of the workshops at Zanesville.
	No. 3. Profile and sections of canal at Zanesville.
	No. 4. Profile of the falls of Muskingum at Zanesville, and Duncan's falls.
PLAN P.	Profile of canal at Putnam, opposite Zanesville.

Profile of canal on the right bank of Licking creek, Ohio.

PLAN B.	No. 1. Canal at Beaver, profile No. 1, and profile of Beaver river from the upper falls to Brighton.
	No. 2. Canal at Beaver and profile No. 2.
	No. 3. Canal and falls of Big Beaver and profile No. 3.
	No. 4. Location of buildings at Brighton, on the Big Beaver river, Pennsylvania.
	No. 5. Plan and section of dam and section of the Big Beaver river, at the upper falls.
	No. 6. Sections of the canal used for supplying the mills of the lower falls of Big Beaver.
	No. 7. Plan of Ormsby's lands at Brighton, and opposite, with prices.
PLAN O.	Profile of canal at Ohiopile falls, on the Youghiogeny.
	Survey of the Allegany river above the United States' arsenal at Pittsburg.

Explanation of the tables.

Table C No. 1 exhibits the amount and cost of excavation and masonry for forebays and races for the site at Cypress creek, near Florence, Alabama.

Table M No. 2, column C, shows the expense of buildings and fixtures at the above site.

Table H No. 1 exhibits the quantity and cost of excavation and masonry for forebays, races, and river wall at the site at Harpeth Narrows, in Tennessee.

Table H No. 2 shows the quantity and expense of buildings and fixtures for the above site.

Table S No. 1 shows the quantity and expense of excavations and masonry for forebays, races, and river wall at the site below Shippingport, falls of Ohio.

Table M No. 2, column S, shows the expense of buildings and fixtures.

Table L No. 1 shows the quantity and expense of excavations and masonry for forebays, races, and river wall at the site above Shippingport, near Tarascon's mills. The quantity and expense of buildings and fixtures are the same as at the site below Shippingport.

Table J No. 1 exhibits the quantity and cost of excavations and masonry for forebays, races, and river wall at the site below Jeffersonville, in Indiana, falls of Ohio.

Table M No. 2, column J, shows the expense for buildings and fixtures.

Table N No. 1 exhibits the quantity and expense of excavations and masonry for forebays, races, and river wall, for the site at North Bend, Ohio.

Table M No. 2, column N, shows the expense of buildings and fixtures at the above site.

Table T exhibits the quantity and cost of excavations and masonry for forebays, races, and side walls, for the site on Licking river, near Bowman's creek, Kentucky.

Table M No. 2, column T, shows the expense of buildings and fixtures for the above site.

Table Z No. 1 exhibits the quantity and cost of excavations and masonry for forebays races, and river wall, for the site at Zanesville, Ohio.

Table Z No. 2 shows the quantity of materials and expense of buildings and fixtures for the above site.

Table B No. 1 exhibits the quantity and cost of the excavations, and masonry for forebays, and races, for the site at the falls of Big Beaver creek, Pennsylvania.

Table B No. 2 shows the quantity of materials and cost of buildings and fixtures at the above site.

Table O No. 1 exhibits the quantity and cost of the excavations and masonry for forebays and races for the site at Ohiopile falls, on Youghiogeny river, Pennsylvania.

Having no statement of prices from that vicinity, the buildings and fixtures are taken at the Beaver prices, with the addition of 6 per cent.

Table marked M No. 1 exhibits the estimated quantity of materials necessary for the several buildings; one-eighth is added to the lumber and brick, for waste, &c.

Table P exhibits the prices of building materials and other articles, as obtained from respectable sources, the vouchers for which will be found in the papers for each site, marked P.

Table P No. 1, showing the quantity of materials, and cost of buildings, fixtures, &c., at Pittsburg, Pennsylvania.

APPENDIX.

Pugh's mills are situated on the Big Beaver, at Sharon, one mile and a half below Brighton; they have seven water-wheels, which are supplied by a canal 960 yards long. The whole of these works, with the exception of the saw mill, and also of the oil mill, (as it was understood at the time of our experiments,) continued to operate as usual during the driest part of the season in 1822, when the river was lower than at any former period within recollection. The quantity of water which the rest of the works employed was accordingly measured, and found to be 67 cubic feet per second. It was subsequently asserted that the oil mill had also continued to perform its ordinary work at the same time with the rest, which would increase the actual quantity flowing into the canal to 85 cubic feet per second. The dam at these mills does not extend entirely across the river, and was the cause of the saw mill being stopped, as the surface of the river could not be raised sufficiently high to throw the necessary quantity into the canal; and, according to the unanimous testimony of all who were questioned, (among whom were several experienced millwrights,) the volume of the river was estimated to be three times that in the canal. Admitting an error in judgment to the extent of one-half, in relation to the quantity in the river opposite the canal, and omitting to include the quantity employed by the oil mill, will make the whole volume of the river equal to 135 cubic feet per second, the quantity first stated. To ascertain the quantity of water used at these works, that portion of the canal was selected where its dimensions were most uniform, and its course nearly straight. The velocity of the water, while the mills were in operation, was measured with great care; the descent of the surface and area of sections, at the several stations, were determined as nearly as circumstances would permit.

Table of the greatest observed surface velocities of the current in the canal, at Pugh's mills, on Big Beaver; the corresponding mean velocities of the whole volume of water; the area of the mean transverse sections of the several stations; and the quantity of water flowing in the canal at that time; the gates of the oil mill and saw mill being shut when the experiments were made.

Stations. From	Stations. To	Distance between the respective stations.	Least time occupied by the float in passing the respective stations.	Greatest observed surface velocity per second.	Mean velocity, deduced from the surface velocity.	Area of the mean t'nsverse sec'n between the respective stations, in square feet.	Quantity of water deduced from each experiment, in cubic feet, per second.	Number of each station.	Area of the transverse sec'n of the canal at each station, in square ft.	Perimiter of the section in contact with the water, in feet.
1	2	66 feet	32	24.75	not comput'd					
2	3	66 feet	32	24.75	not comput'd			1	40.61721	20.43
1	3	132 feet	64	24.75	20.1427	40.1128	67.3585	2	40.030	20.56
3	4	66 feet	34	not comput'd	not comput'd			3	39.738	20.94
4	5	66 feet	33	24 inch's	19.471	44.1123	71.57	4	42.009	20.80
4	6	132 feet	69	22.95	18.5389	44.072	68.087	5	46.215	22.89
5	6	66 feet	36	-	17.9834	45.0137	67.59	6	43.991	21.78

From station 4 to 5 the velocity was the greatest, compared with the area of their transverse sections, and, therefore, gives the greatest number of cubic feet per second. But, passing the third station, the difference in the areas of the several transverse sections increases considerably, while the areas of the sections at first, second, and third stations are nearly equal, and the observed surface velocities between them were uniform. The quantity of water flowing in the canal, as deduced from the experiments made at those stations, is therefore considered as being the most correct.

An attempt was also made to determine the volume of running water, by measuring the descent of its surface, which gave 90 feet per second, or near 19 cubic feet more than the greatest amount derived from the surface velocity. But several causes interfered to destroy confidence in the result. In order to obtain a sufficient descent, to lessen the consequences of any error in the levelling, it was necessary to include a portion of the canal, where its dimensions varied, and where the velocity was, consequently, accelerated or retarded in a corresponding degree. After all, the whole descent was only $1\frac{3}{4}$ inch; and the means employed with which to measure from the surface of the water were too inaccurate to be relied on for such an operation—an error hardly exceeding the tenth of an inch at each end of the line would occasion a difference equal to that stated above. It was understood that the saw mill and oil mill had been stopped, for want of water, in 1822; the gates of both were, therefore, shut at the time the experiments were made. It has since been asserted, however, by those who had the management of the works, that the oil mill was never interrupted, during the lowest stage of the river, by that cause. If this statement is correct, the volume of water conveyed into the canal, as determined by the experiments, should be increased by the quantity required to operate the oil mill, which, computing from the head above the apertures at the wheels and the area of the aperture, is found to be 11.4 cubic feet per second, making the necessary deduction for the contraction of the column of water after it issues; and the whole quantity will then amount to 78.7 cubic feet per second. It is the opinion of those well qualified to judge, and who have had daily opportunities to observe and compare the volume of water in the canal with that of the river at its side, that the quantity in the canal, at a low stage of water, in ordinary seasons, does not exceed one-eighth the whole volume of the river; and that during the extreme low state of the river, in 1822, they believe the canal to have contained about one-third of that in the river. According to these data, it would appear that the whole quantity supplied by the river, during its lowest stage in 1822, was 236 cubic feet per second.

But, if we exclude the oil mill altogether, and suppose the quantity of water in the Beaver river to have been equal to the quantity employed at Pugh's works, as determined by the preceding experiments, the whole volume of the Beaver must then have been equal to 134 or 135 cubic feet per second.

Table of the quantity of water and power employed at Springfield.

Number.	Kind of wheel in use.	Whole quantity of water which issues on the wheel, expressed in cubic feet.	Whole effective head of water, or half the height of the column which issues on the wheel, added to the fall after it has issued, and before leaving the wheel, expressed in feet.	Measure of the power, or the whole effective head, multiplied into the whole quantity of water.
1	Breast, - - -	16.58	8.15	135.26
2	Tub, - - - -	18.55	4.28	79.60
3	Tub, - - - -	16.88	4.16	70.32
4	Tub, - - - -	20.69	4.00	82.97
5	Tub, - - - -	8.99	3.46	31.19
6	Tub, - - - -	12.33	3.73	46.13
7	Undershot, - - -	22.76	5.26	119.73
8	Breast, - - -	4.61	8.81	40.66
9	Undershot, - - -	13.00	2.95	38.47
10	Breast, - - -	1.55	5.14	8.01
11	Tub, - - - -	10.62	2.51	26.78
12	Breast, - - -	2.88	4.86	14.04
13	Low breast, - - -	5.94	7.46	44.36
14	Breast, - - -	4.81	6.62	31.92
15	Tub, - - - -	13.95	2.35	32.81
16	Tub, - - - -	15.90	2.83	45.02
17	Undershot, - - -	15.70	2.90	45.64
18	Breast, - - -	2.98	5.96	17.81
19	Undershot, - - -	5.28	3.46	18.31
20	Tub, - - - -	16.71	2.74	45.91
21	Undershot, - - -	20.44	3.69	75.61
22	Tub, - - - -	14.68	2.76	40.61
23	Tub, - - - -	14.89	2.85	42.49
24	Undershot, - - -	60.57	3.35	203.08
25	Tub, - - - -	9.36	2.15	20.18
26	Breast, - - -	1.59	6.26	9.85
27	Tub, - - - -	7.33	2.17	15.93
		359.56		1,382.69
		23.89		
		335.67		
Deduct for wheels Nos. 10, 12, 18, 23, and 26, being not indispensable for the operations performed by them, and are supernumerary, - - - - -				92.00
				1,290.69

The foregoing table exhibits the quantity and power of the water employed, computing, according to the laws of gravity, from the dimensions of the several apertures at the wheels, and the mean height of the column of water issuing through each, without considering the influence of those causes which are known to operate in practice, and vary the results.

The trifling velocity of the spouting water renders the obstructions to its motion, from resistance of the air, too inconsiderable to merit particular attention, as regards the objects of the present investigation.

But the motion and direction of the particles of water in a reservoir, before and at the time of entering an aperture in one of its sides, occasions a material difference between the actual discharge and that computed from the theory of falling bodies. The friction, also, where the surface of the sides of the aperture is great compared with its area, adds considerably to this difference.

It has been ascertained, by a variety of accurate experiments, that the volume which flows through an aperture, placed in a vertical side of any vessel or reservoir filled with water, has its diameter contracted at a short distance from the orifice through which it issued; and that the area of its section, taken at right angles with its jet at the point of greatest contraction, is much less than the area of the aperture through which it issued.

The difference between these two areas, and the consequent difference in the quantity of water which actually flows, and the quantity which would flow if unimpeded by the cause before mentioned, varies, under different circumstances, from near 200 to 358 parts in 1,000.

This variation is found to be much less affected by the ratio between the perimeter and area of the aperture, or by the distance at which it is placed below the surface of the water in the reservoir, than by its position as it respects the sides and bottom of the reservoir, and by other arrangements, which may serve to conduct the water, and secure to it a less interrupted horizontal movement in the direction of, and passage through, the aperture.

Thus, an orifice placed in the side of a reservoir actually discharged 920, and in one instance 983 parts, when furnished with a conical or rather trumpet-shaped conductor, and only about 665 parts without it: by which it appears that the whole amount of obstruction, from friction and resistance of the air, did not exceed, and indeed could not equal the difference, or 80 and 17 parts in 1,000.

The difference in the proportions discharged in those cases where no conductor was employed is chiefly attributed to the nature of the surfaces of the apertures, and to the greater or less ratio between the area of the aperture and the area of its surfaces. In no two such instances, however, (within those limits which concern the present inquiry,) did this difference exceed 23 parts in 1,000.

It appears, then, that the computed body of water, at the national armory at Springfield, must exceed the actual amount employed by a quantity not greater than 335, nor less than 200 parts, in 1,000. To determine this excess with accuracy, for each wheel, would require the aid of data not in our possession; and to neglect it altogether, might occasion considerable errors in the estimate of the excavations and descent.

If we assume, however, the ratio between the actual and the estimated discharge, which may be found to hold in relation to the aperture of the largest dimensions employed at Springfield, and apply that ratio to the reduction of the whole amount deduced for all the apertures, we shall obtain a result somewhat greater than the actual quantity of water employed at that establishment, and yet approximate as near to it as may be done with prudence and safety.

Supposing the estimated discharge from the largest aperture is to the actual discharge as 1,000 is to 800, (which corresponds very nearly with the experiments,) we have 1,000 : 800 : : 335 : 268 for the whole quantity of water, and 1,290 for the power of that quantity.

STATEMENT A.

Estimate of the annual quantity and cost of materials required for the manufacture of 12,000 *muskets.*

AT PITTSBURG.

100	tons refined iron, at $130,	$13,000 00
26,880	pounds steel, assorted, at 14 cents,	3,763 20
4,480	pounds brass and zinc, at 15 cents,	672 00
2,240	pounds emery, assorted, at 12½ cents,	280 00
60	pounds borax, at 60 cents,	36 00
80	tons grindstones, at $20,	1,600 00
20	tons sand, at $1,	20 00
20	tons fire clay, at $1,	20 00
12,000	rough gun stocks, at 18 cents,	2,160 00
12,000	files, assorted, = 1,000 dozen, averaged at $3 50,	3,500 00
40,500	bushels pit coal, at 3 cents,	1,215 00
10,000	bushels charcoal, at 5 cents,	500 00
500	gallons spermaceti oil, at 75 cents,	375 00
100	gallons linseed oil, at 62½ cents,	62 50
4	barrels tar, at $4,	16 00
400	pounds buff leather, at 33 cents,	132 00
600	pounds band leather, at 30 cents,	180 00
500	pounds glue, at 30 cents,	150 00
2,000	pounds woollen rags, at 2 cents,	40 00
2,000	bushels old shoes, at 12½ cents,	250 00
30	reams sand paper, at $5,	150 00
20	reams wrapping paper, at $2,	40 00
50	coal boxes and baskets,	50 00
	Tallow and candles, 560 pounds, at 12½ cents,	70 00
	Transportation from Philadelphia of 47,600 pounds, at 3 cents, (See statement D,)	1,428 00
		29,709 70
	Browning materials, &c., estimated as at Springfield, 12,000 muskets, at 12 cents,	1,440 00
	Total,	$31,149 70

AT BEAVER.

Materials, as at Pittsburg, excluding fuel,	$29,434 70
Add 40,500 bushels pit coal, at 5 cents,	2,025 00
Add 10,000 bushels charcoal, at 4 cents,	400 00
Transportation of 122½ tons from Pittsburg, at $1 50 per ton,	183 75
Total,	$32,043 45

AT ZANESVILLE.

Materials, as at Pittsburg, excluding fuel,	$29,434 70
Add 40,500 bushels pit coal, at 5 cents,	2,025 00
Add 10,000 bushels charcoal, at 3 cents,	300 00
Transportation of 122½ tons from Pittsburg, (statement D,) at 50 cents per 100 pounds,	1,372 00
Total,	$33,131 70

NORTH BEND.

Materials, as at Pittsburg, excluding fuel,	$29,434 70
Add 40,500 bushels pit coal, at 8 cents,	3,240 00
Add 10,000 bushels charcoal, at 5 cents,	500 00
Transportation of 122½ tons from Pittsburg, (statement D,) at 45 cents per 100 pounds,	1,234 80
Total,	$34,409 50

FALLS OF OHIO.

Materials, as at Pittsburg, excluding fuel,	$29,434 70
Add 40,500 bushels pit coal, at 10 cents,	4,050 00
Add 10,000 bushels charcoal, at 5 cents,	500 00
Transportation of 122½ tons from Pittsburg, (statement D,) at 50 cents per 100 pounds,	1,372 00
Total,	$35,356 70

NARROWS OF HARPETH.

Materials, as at Pittsburg, excluding fuel,		$29,434 70
Add 172,000 bushels charcoal, at 3 cents,		5,160 00
Transportation of 122½ tons from Pittsburg to Nashville, (statement D,) at $1 per 100 pounds,	$2,744 00	
Transportation of same from Nashville to the works on the Harpeth, 122½ tons, at $1 50 per ton,	183 75	
		2,927 75
Total,		$37,522 45

CYPRESS CREEK.

Materials, as at Pittsburg, excluding fuel,	$29,434 70
Add 172,000 bushels charcoal, at 3½ cents,	6,020 00
Transportation of 122½ tons from Pittsburg to Florence, (statement D,) at $1 per 100 pounds,	2,744 00
Total,	$38,198 70

STATEMENT B.

Pay-roll of officers, mechanics, and laborers, according to the rates established at Springfield, Mass.

AT PITTSBURG, PENNSYLVANIA.

Exclusive of attendance, &c. on the steam engines.

Superintendent,	$1,492 00	
Master armorer,	746 00	
Three clerks, at $510 each,	1,530 00	
Paymaster and storekeeper,	862 00	
Paymaster's clerk,	504 00	
Five inspectors, or assistant master armorers, at $576 each	2,880 00	
Total for officers,		$8,014 00
Labor, estimated as at Springfield, on 12,000 muskets, paid by the piece for each component part of the musket, at $5 12,		61,440 00
Two forgemen, 208 days each, 416 days, at $1 per day,		416 00
Three helpers, 208 days each, 624 days, at 50 cents per day,		312 00
Labor, estimated as at Springfield, on 12,000 wipers, 12,000 screw-drivers, 1,200 ball-screws, and 1,200 spring vices,		2,604 00
Jobbers and men hired by the day,		11,300 00
Expense of three watchmen, one at $1 and two at 75 cents each,		912 50
Total,		$84,998 50

The jobbers are employed in making and repairing machinery and tools, in making all repairs to the works and buildings of the armory, browning the muskets, performing all extra and incidental labor, and attending to the police of the establishment.

Pay-roll of officers, mechanics, laborers, &c., at places where water power is employed.

Amount of pay-roll as at Pittsburg,	$84,998 50
Add for two millwrights,	700 00
Total,	$85,698 50

STATEMENT C.

Estimate of annual miscellaneous expenses at the different sites.

AT PITTSBURG.

Postage, stationary, and printing, at		$200 00
Forage, 12 tons hay, at $6 per ton,	$72 00	
200 bushels of corn, at 25 cents,	50 00	
		122 00
Extra team work, (hired)		600 00
Materials for repairs of buildings, &c.		600 00
Fuel for quarters, offices, and part of the workshops, 3,100 bushels pit coal, at 3 cents,		93 00
600 gun boxes, at $1 30,		780 00
Total,		$2,395 00

AT BEAVER.

Miscellaneous expenses, as at Pittsburg,	$2,395 00
Add to the cost of fuel at Pittsburg 2 cents per bushel for coal—3,100 bushels, at 2 cents,	62 00
For additional cost of gun boxes, at 5 cents each—600 boxes, at 5 cents,	30 00
Estimated annual expense of repairs to the water-works, the gearing, &c., including materials, on the average duration of the wheels,	700 00
Total,	$3,187 00

AT ZANESVILLE.

Miscellaneous expenses, as at Pittsburg,	$2,395 00
Add to the cost of fuel at Pittsburg 2 cents per bushel—for 3,100 bushels, at 2 cents,	62 00
Additional cost of 600 gun boxes, at 20 cents,	120 00
Estimated annual expense of repairs to the water-works, the gearing, &c., including materials, on the average duration of the wheels,	700 00
Total,	$3,277 00

AT NORTH BEND.

Miscellaneous expenses, as at Pittsburg,	$2,395 00
Add the difference between $93, the cost of fuel at Pittsburg, and $260, the cost of 260 cords of fire wood,	167 00
And additional cost of 600 gun boxes, at 20 cents each,	120 00
Estimated annual expense of repairs to the water-works, the gearing, &c., including materials, on the average duration of the wheels,	700 00
Total,	$3,382 00

AT FALLS OF OHIO.

Miscellaneous expenses, as at North Bend,	$2,682 00
Additional cost of 600 gun boxes, at 5 cents,	30 00
Estimated annual expense of repairs to the water-works, the gearing, &c., including materials, on the average duration of the wheels,	700 00
Total,	$3,412 00

AT THE NARROWS OF HARPETH, AND AT CYPRESS CREEK.

Miscellaneous expenses, as at falls of Ohio,	$2,712 00
Additional expense of 600 gun boxes, at 20 cents,	120 00
Estimated annual expense of repairs to the water-works, the gearing, &c., including materials, on the average duration of the wheels,	700 00
Total,	$3,532 00

STATEMENT D.

Weight of articles required annually at an armory, that are stated in the estimate of materials at the average price on the seaboard, and which must be transported across the mountains to Pittsburg.

	Tons.
Steel,	12
Brass and zinc,	2
Emery,	1
Files, 1,000 dozen,	3
Spermaceti oil,	2
Buff and band leather,	½
Glue,	¼
Sand paper,	½
Total,	21¼

Equals 47,600 pounds, at 3 cents, $1,428.

Weight of articles to be transported from Pittsburg to all places below.

	Tons.
Articles brought from Philadelphia to Pittsburg, as above,	21¼
One hundred tons of iron,	100
For wrapping paper and stationary,	1¼
Total,	122½

STATEMENT E.

Estimated cost of a steam power, for operating all the machinery required in the manufacture of 12,000 *muskets, annually, at Pittsburg—engines capable of working with* 100 *pounds to the inch.*

One steam engine, with boiler complete, 15-inch cylinder, of 45 horse power, when working with a pressure of 30 pounds to the inch,	$3,000 00
The fly-wheel and main shaft, estimated at 6 tons weight, with brass boxes for journals,	666 00
Timber and lever beam,	75 00
30,000 bricks, and laying, at $7 25,	217 50
140 perches masonry laid, at $2,	280 00
	$4,238 50
One steam engine, with boilers complete, 13-inch cylinder, of 33 horse power, when working with a pressure of 30 pounds to the inch, including masonry and furnace, and all other fixtures and appurtenances,	3,454 50
Two steam engines, with boilers complete, 11-inch cylinder, of 27 horse power, when working with a pressure of 30 pounds to the inch, including masonry and furnaces, and all other fixtures and appurtenances, each $3,127 50,	6,255 00
Four wells, digging and walling, average 50 feet each, at $96,	384 00
Four pumps for wells, at $40,	160 00
	$14,492 00
Add for contingencies 10 per cent.,	1,449 20
Total first cost, to put the steam power in operation,	$15,941 20

To which may be added, capital required to renew the wearing parts of engines, and render the power permanent, not included in the estimate of annual expenses, - - - 5,811 00

$21,752 20

STATEMENT F.

Estimate of the annual expenses of four steam engines for an armory at Pittsburg.

Working 313 days, at 160 bushels per day, is 50,080 bushels, at 3 cents per bushel, -	$1,502 40
Oil, tallow, smiths' work in repairs, 313 days, at 40 cents per day for each engine, is $1 60 per day, -	500 80
Packing pistons four times per annum, for each engine, is sixteen times, at $1 75, - -	28 00
Hire of four engineers, at $400 each per annum, - - - -	1,600 00
	$3,631 20

Estimate of the quantity and cost of materials for the dam at Beaver.

2,084.51 perches of hammered stone, of large size, dressed to dimensions, at $4 50 per perch, laid, -	$9,380 29
250 perches, at $2 per perch, at the wings, - - - - -	500 00
Cutting the stones, (grooves,) 1,600 running feet, at 75 cents per foot, - - -	1,200 00
266 bolts, 8 pounds each, at 8 cents per pound, - - - - -	170 00
Drilling 264 holes in cap stones, at 12½ cents each, - - - -	33 00
1,600 feet ranging timber, at 5 cents, - - - - -	80 00
5,300 feet plank, 3 inches thick, at $9 per thousand, - - - -	133 10
Excavations and levelling foundation, (rock) 530 cubic yards, at 50 cents, - - -	265 00
Excavation for the wings, 100 cubic yards, at 50 cents, - - - -	50 00
Gravelling and filling 1,000 cubic yards, at 20 cents, - - - -	200 00
Water cement and contingencies, and guard dam, - - - -	1,020 00
	$13,031 39

The price of $2 per perch for the masonry at the wings of the dam includes the expense of clearing the foundations of those walls.

It is believed that limestone, capable of making good water cement, may be obtained at several places on the Ohio; near Wheeling, Virginia, for instance.

[Here follow the scales of Mr. Berthoud, of Shippingport, and that copied from Mr. Todd's papers, supposed to have been constructed by Mr. Brooks, exhibiting the rise of water at the falls of Ohio, from ordinary low water up to ten feet, at Louisville.]

A brief explanation of the fixtures, (so termed) in the tables marked No. 2.

Cast iron.—For gudgeons and sockets, for water-wheels, for spur and pinion wheels, rings, slides, husks, &c., and beds for trip-hammers, forge, &c.

Wrought iron.—For bolts, nuts, and screws; straps and braces for water-wheels; bolts to secure the sills; and braces and straps to secure the harness for trip-hammers; bolts to secure the grinding, polishing, and drilling frames; for arbors, or shafts, for grindstones, drums, and pinion wheels; and cams or tappets for forge and trip-hammers.

Steel.—For facing the cams or tappets, &c.

Oak timber.—For sills, posts, and harness for forge and trip-hammers; sills and frames for grindstones; polishing frames; drilling frames; head and centre blocks, and shafts for water-wheels; and plank for work benches.

Pine boards and plank.—For lining, buckets, &c. for wheels, and for making drums, and apartments, drawers, &c. for keeping the parts of work and tools of the workmen.

Carpenter and millwright work.—For making the water-wheels, head and centre blocks, and drums; for framing the sills and harness for the hammers; frames for grindstones, polishing, and drilling; and making the drawers, apartments, &c.

Stone, brick, and lime.—For forges, or fires; for trip-hammers' forge, or other forges; for chimneys to the above forges and furnaces; for annealing and hardening work, and casting brass.

Fire-brick and clay.—For lining the inside of the furnaces.

Masons' labor.—For laying the stone and brick.

From the fixtures at Pittsburg, the expenses of water-wheels, gates, and head blocks are deducted, and the calculations are made to operate the armory by steam power at that site.

Machinery and tools.

Number of machines.	No. sets of tools.	Purpose.	Amount.
14	14	For trip-hammers and forge, - - - - - - -	$1,342 67
7	7	For boring barrels, - - - - - - - -	530 00
20	34	For drilling, milling, slitting, turning, &c., - - - - -	2,308 00
	10	For forging locks, - - - - - - - -	845 00
	8	For forging mounting, - - - - - - - -	711 55
	3	For forging bayonets, - - - - - - - -	225 00
	1	For forging ramrods, - - - - - - - -	20 00
	40	For filing locks, - - - - - - - -	1,213 00
	12	For filing mounting, - - - - - - - -	877 60
	5	For proving, breeching, filing, and sighting barrels, - - - -	177 50
6	34	For stocking muskets, - - - - - - - -	1,632 16
3	5	For making and repairing machinery and tools, - - - - -	1,877 66
	14	For finishing muskets, - - - - - - - -	219 36
9	9	For grinding, - - - - - - - - -	450 00
1	1	For boring bayonets, - - - - - - - -	50 00
	60	Anvils, not included in the above, - - - - - - - -	1,012 50
	153	Vices, not included in the above, - - - - - - - -	780 00
		Carpenters and millwrights' tools, patterns, &c., - - - - -	250 00
		Miscellaneous articles, - - - - - - - -	1,549 00
			$16,071 00

The miscellaneous articles consist of one fire engine, two hundred fire buckets, engine hose, twenty-four common buckets, six long ladders, two large scales for weighing iron and steel, one scale for weighing loads of grindstone, &c., six writing desks for offices, twelve chairs for offices, twenty-five account books, inkstands, tables, &c. for offices, six wheelbarrows, one wagon, one set of harness, and two horses.

The machinery and tools (the latter amounting to more than ten thousand in number) are not given in detail; it being deemed unnecessary, though the estimate of cost was made on each machine and tool separately, at the Springfield prices; to which has been added ten per cent., which it is believed will cover the whole expense.

At the following places, viz: the three sites at the falls of the Ohio river, the sites at the Narrows of Harpeth, at North Bend, at Licking river, (Bowman's creek,) and at Zanesville, it is proposed to use reaction wheels; they have been adopted from a conviction that every other kind of wheel, within our knowledge, would be liable to interruption from high water. From our limited knowledge of the power and principle of operation of these wheels, and the effect or amount of resistance caused by the friction of the wheel and part of the shaft running under a considerable depth of water, (as must sometimes be the case at several of the sites, particularly at the falls of the Ohio,) it was thought most safe to adopt fourteen wheels. Having obtained some further knowledge, from a more minute examination of the subject, as regards their power and capacity of operating under water with an efficient head, we are satisfied that seven reaction wheels will be sufficient for the operations of the armory. The tables, therefore, marked No. 1, exhibit the quantity of excavation and masonry, and the cost, first, for fourteen wheels with forge, and, lastly, for seven wheels. The estimates, however, are for seven wheels at the sites above named. In our first calculation, we omitted the forge at the sites, having one in the immediate vicinity; but, from our estimate, it was found that a forge would add to the economy and convenience of the establishment. It is, therefore, now included in the estimates for all the sites. The following is an explanation of the forebays and races, and the operations to be performed by each wheel.

Forebay No. 1 (marked 1 in the tables) conveys the water from the canal to two wheels, Nos. 1 and 2; they are separated by a triangular wall or pier, and of course there are two races, Nos. 1 and 2, (marked 1 and 2 in the tables,) which unite near the river wall; and the water from both races passes through the same arch or space in the wall, calculated for that purpose. Wheel No. 1 is calculated to operate six trip-hammers and five bellows: two for drawing iron and steel to the proper size for forging the component parts of the musket; one for welding and drawing scrap steel and old files; one for drawing and rounding ramrods; and two for drawing and rolling scalps for barrels.

Wheel No. 2 is to operate eight light hammers and eight bellows, for welding barrels.

Forebay No. 2 (marked 6 in the tables,) conveys the water to wheels Nos 3 and 4, the same as described in forebay 1. The races are marked 10 and 11 in the tables. These wheels are calculated to operate nine large grindstones, for grinding all parts of the musket requiring that operation.

Forebay No. 3 (marked 7 in tables) conveys the water to wheels Nos. 5 and 6, (races 5 and 6, marked 12 and 13 in tables,) calculated to operate machinery for boring, turning, and milling barrels; boring, turning, and milling bayonet sockets; for drilling, milling, slitting, turning, and polishing all parts that require it; and the machinery for turning the stock, boring for the barrel, letting in the lock, and other operations in stocking the musket.

Forebay No. 4 (marked 8 in tables, same as 5 in size; race 14 in tables, same as 9 in size,) is to conduct the water to wheel No. 7, which is to operate the forge hammers for working over the scrap iron and bad steel, and making such draughts as may be required for machinery and tools. In cases where a variety of operations are to be performed by one wheel, it is calculated to have governors (so called) to regulate the motion of the wheel. These machines are calculated to raise the gate, and give additional power, by increasing the column of water on the wheel when the motion is too slow, and depress the gate and diminish the column when the motion of the wheel is too rapid. By this means, a regular and nearly uniform motion is preserved in the operation of all the wheels and machinery.

At Cypress, four breast-wheels are calculated to be used, and one undershot or reaction wheel.

Forebay No. 1 conveys the water to wheel No. 1, which is calculated to operate six trip-hammers and five bellows, (as per note for reaction wheels.)

Forebay 2 conveys the water to wheel No. 2, which is to operate eight light trip-hammers and eight bellows for barrel welding.

Forebay 3 conducts the water to wheel No. 3, which is to operate nine large grindstones.

Forebay 4 conducts the water to wheel No. 4, which is to operate machinery for boring, turning, drilling, milling, slitting, polishing, &c.

Forebay 5 is to conduct the water to the wheel which operates the forge-hammers' operations, as heretofore described.

The races are marked the same as the forebays.

The site at the falls of Big Beaver creek is calculated for two overshot, two breast, and one undershot or reaction wheels.

Forebay No. 1 is to convey the water to wheel No. 1, (breast,) which is calculated to operate six trip-hammers and five bellows: two for drawing iron and steel to the proper size for forging the component parts of the muskets; one for welding and drawing scrap steel and old files; one for drawing and rounding ramrods; and two for drawing and rolling scalps for barrels.

Forebay No. 2 conveys the water to wheel No. 2, (breast,) which is to operate eight light trip-hammers and eight bellows for welding barrels.

Forebay No. 3 conveys the water to wheel No. 3, (overshot,) to operate nine large grindstones for grinding all parts of the musket requiring that process.

Forebay No. 4 conveys the water to wheel No. 4, (overshot,) which is to operate the machinery for boring, turning, and milling barrels and bayonet sockets; for drilling, milling, slitting, turning, and polishing all the component parts that require it, and the machinery for stocking.

Forebay No. 5 is to convey the water to wheel No. 5, (undershot,) to operate the forge-hammers for working over the scrap iron, and making such draughts as may be necessary for machinery, tools, &c. The races are to conduct the water from the wheels of corresponding numbers.

At the falls of Youghiogeny, (Ohiopile,) it is calculated to use three breast and two overshot wheels.

Forebay No. 1 conducts the water to wheel No. 1, (breast.)

Forebay No. 2 conveys the water to wheel No. 2, (breast;) operations the same as at Beaver.

Forebay No. 3, at the end of race 1, conducts the water to wheel No. 3.

Forebay No. 4, at the end of race 2, conveys the water to wheel No. 4; operations same as at Beaver.

Forebay No. 5, leading from race 2, is to convey the water to the forge wheels. A basin receives the water from the canals, and forebays 1 and 2 conduct it from the basin to the wheels, as above stated. It is supposed when wheels 1 and 2 are in operation, the water will be sufficient to keep in motion the other wheels which are placed on the

next bench below; but to avoid any difficulty on that account, and to furnish water for the lower wheels, when the upper wheels stop, a race leading from the basin to each of the races 1 and 2 will at all times furnish an abundant supply. It is also believed that the water from the upper wheels may be carried over the lower wheels by means of a conductor (to be raised and replaced at pleasure by means of a lever) when the lower wheels are stopped, and the upper ones in motion; but it may be necessary to have a space near the top of the forebays to serve as a weir to let off the surplus water, and races of moderate dimensions to conduct it into the races below the wheels; the expense for which was not included in the estimate; the amount, however, will be small.

A list of the various operations in the manufacture of a musket, as now practised at the United States armory, Springfield, Massachusetts.

The barrel.

Cutting scalps, by water.
Drawing scalps, by water.
Rolling scalps, by water.
Welding barrel, by water.
Nut boring barrel, by water.
Counter boring barrel, by water.
Smooth boring barrel, by water.
Turning barrel, by water.
Milling barrel, by water.
Drawing barrel, by water.
Breeching barrel, manual.
Proving barrel, manual.
Filing barrel, manual.
Studding barrel, manual.
Straightening barrel, manual.
Finish boring barrel, by water.
Drilling vents barrel, by water.
Polishing barrel, by water.
Browning barrel, manual.
Forging breech-pin, manual.
Milling breech-pin, by water.
Cutting screw-pin, manual.
Filing screw-pin, manual.

Bayonets.

Forging bayonets, manual.
Tempering bayonets, manual.
Boring bayonet socket, by water.
Turning bayonet socket, by water.
Milling bayonet socket, by water.
Grinding bayonet blades, by water.
Grinding flutes, by water.
Cutting and fitting socket, manual.
Polishing bayonet, by water.
Browning bayonet, manual.

Ramrods.

Drawing ramrods, by water.
Rounding ramrods, by water.
Heading ramrods, manual.
Tempering ramrods, manual.
Straightening ramrods, manual.
Grinding ramrods, by water.
Polishing ramrods, by water.
Cutting screw, manual.

Bands.

Cutting upper band, water.
Welding upper band, manual.
Drilling upper band, water.
Sighting upper band, manual.
Filing upper band, manual.
Grinding upper band, water.
Polishing upper band, water.
Browning upper band, manual.

Middle bands.

Forging middle bands, manual.
Trimming middle bands, water.
Filing middle bands, manual.
Grinding middle bands, water.
Riveting swivel to middle band, manual.
Polishing swivel, water.
Browning swivel, manual.

Lower band.

Cutting lower band, water.
Welding lower band, manual.
Filing lower band, manual.
Grinding lower band, water.
Polishing lower band, water.
Browning lower band, manual.

Swivels.

Forging swivels, manual.
Trimming swivels, manual.
Punching swivels, manual.
Filing swivels, manual.
Turning swivels, water.
Polishing swivels, water.
Browning swivels, manual.

Guards.

Forging guard plates, manual.
Trimming guard plates, water.
Filing guard plates, manual.
Drilling guard plates, water.
Countersinking guard plates, water.
Forging guard bows, manual.
Milling guard bows, water.
Filing guard bows, manual.
Riveting guard bows, manual.
Grinding guard, water.
Polishing guard, water.
Browning guard, manual.

Trigger.

Forging trigger, manual.
Trimming trigger, water.
Filing trigger, manual.
Polishing trigger, water.
Hardening trigger, manual.

Side plates.

Cutting side plates, water.
Filing side plates, manual.
Punching side plates, water.
Grinding side plates, water.
Polishing side plates, water.
Browning side plates, manual.

Band springs.

Forging band springs, manual.
Milling band springs, water.
Filing band springs, manual.
Polishing band springs, water.
Browning band springs, manual.

Breech plate.

Forging breech plate, manual.
Trimming breech plate, water.
Punching breech plate, water.
Countersinking breech plate, water.
Filing breech plate, manual.
Grinding breech plate, water.
Polishing breech plate, water.
Browning breech plate, manual.

Side screws.

Forging side screws, manual.
Turning heads side screws, water.
Slitting heads side screws, water.
Milling side screws, water.
Cutting screws, manual.
Hardening screws, manual.

Tang-pin.

Forging tang-pin, manual.
Slitting tang-pin, water.
Milling tang-pin, water.
Cutting screw tang-pin, manual.
Hardening screw tang-pin, manual.

Breech plate screws.

Forging breech plate screws, manual.
Slitting breech plate screws, water.
Milling breech plate screws, water.
Cutting screw breech plate, manual.
Hardening screw breech plate, manual.

Guard screws.

Forging guard screws, manual.
Slitting guard screws, water.
Milling guard screws, water.
Cutting guard screws, manual.
Hardening guard screws, manual.

Lock plate.

Forging lock plate, manual.
Grinding lock plate, water.
Drilling lock plate, water.
Trimming lock plate, water.
Filing lock plate, manual.

Hammer.

Forging hammer, manual.
Trimming hammer, water.
Drilling hammer, water.
Filing hammer, manual.

Brass pans.

Casting pans, manual.
Boring pans, water.
Filing pans, manual.
Fitting pans, manual.

Cock.

Forging cock, manual.
Trimming cock, water.
Drilling cock, water.
Punching cock, water.
Filing cock, manual.

Tumbler.

Forging tumbler, manual.
Milling tumbler, water.
Drilling tumbler, water.
Filing tumbler, manual.

Bridles.

Forging bridles, manual.
Drilling bridles, water.
Milling bridles, water.
Filing bridles, manual.

Seers.

Forging seers, manual.
Drilling seers, water.
Filing seers, manual.

Upper jaws.

Forging upper jaws, manual.
Trimming upper jaws, water.
Drilling upper jaws, water.
Filing upper jaws, manual.

Cock-pin.

Forging cock-pin, manual.
Milling cock-pin, water.
Slitting cock-pin, water.
Drilling cock-pin, water.
Cutting screw, water.

Lock-pins.

Forging set lock-pins, manual.
Slitting set lock-pins, water.
Milling set lock-pins, water.
Cutting screw lock-pins, manual.
Polishing lock, water.
Hardening lock, manual.

Main spring.

Forging main spring, manual.
Drilling main spring, water.
Turning main spring, manual.
Tempering main spring, manual.
Filing main spring, manual.

Hammer spring.

Forging hammer spring, manual.
Drilling hammer spring, water.
Filing hammer spring, manual.
Turning hammer spring, manual.
Tempering hammer spring, manual.

Seer spring.

Forging seer spring, manual.
Drilling seer spring, water.
Filing seer spring, manual.
Turning seer spring, manual.
Tempering seer spring, manual.

Stocking musket.

Turning stock, water.
Boring for barrel, water.
Setting in the lock, water.
Fitting on the bands, water.
Fitting to the heel plate, water.
Finish stocking musket, manual.
Finishing musket, manual.
Drawing iron, water.
Drawing steel, water.

Statement of the dimensions, excavations, and masonry, for canals at the several sites.

REMARKS.

In calculating the descents of the canals, the velocity of the current is supposed to be uniform from the commencement, which is not exactly the case; some distance being passed over before the resistance of the sides and bottom is in an equilibrium with the accelerating force; and whenever the descent is augmented, this difference is repeated. No correction is made for the effect of a change of direction; where the canal passes through earth, the velocity allowed is so small that the whole descent is generally too inconsiderable to affect either the excavations or the head of water on the wheels in any material degree, and indeed is less than the probable errors that occurred in taking the levels. In those cases where the canal is taken through rocks, and a considerable velocity given to the current, its course varies but little from a straight line. The canal at Zanesville makes the greatest angle in any case where the velocity is greater than 12 inches per second; and there the circumstance is of no consequence. It is necessary, however, to allow for other causes of difference that would far exceed, in their practical effect, those just enumerated. The increased perimeter of the canal, compared with its area, occasions obstructions to the current, of various kinds, and, at the commencement of winter, by ice. It is frequently remarked of the Western streams, that they are liable to be reduced nearly as low by frost as by drought. To meet all these contingencies, an allowance is made, in calculating the descent, of half an inch per foot for the increase of the perimeter; and an addition of 12 inches to the depth, and 12 inches to the width of the canals, is made in estimating the excavations. The allowances, however, vary in different cases. They are greatest at those places that unite sufficient advantages to bring them fairly into competition as sites for an armory; and at others, where the object was merely to show the least amount of excavation that would evidently be indispensable, they were omitted altogether.

The quantity of excavations required for a canal to convey a given quantity of water at a certain distance below the surface of the ground may be diminished in a greater ratio than the cost per cubic yard will increase, by augmenting its depth, and contracting its width at bottom, until, in fact, the transverse section becomes a triangle. But it is evident that a canal so constructed would be attended with serious inconvenience; and it is believed that the width at bottom should not be less than the least depth of water which it is intended to contain.

The sections of the different canals have been regulated, in this respect, by the same considerations which are stated above to have governed in making allowances for obstructions, &c. Thus, the excavations for the canals at Zanesville, Beaver, Ohiopile, Cypress, and North Bend, are considerably increased—for Zanesville, Beaver, and Ohiopole, in particular; and at Beaver, the velocity, where the canal passes through earth cutting, is reduced to 9 inches per second, instead of 12, as estimated elsewhere. At Bowman's creek, the least velocity is 12 inches per second, and 18 at the falls of Ohio. No allowance is made, in either case, for obstructions to the current; these canals having the same dimensions as the columns of water in motion, with velocities due to their respective descents.

SITE ON CYPRESS CREEK, NEAR FLORENCE, ALABAMA, AT CLOPPER'S, OR SCHLATTER'S MILL.

Site No. 2.

The site at H B, below Clopper's mill, is two and a half miles from the Tennessee river; and the foot of the mill dam is 53 feet above the low water of that river, and 36 feet above its highest rise.

From the foot of the mill dam at A, to B, the whole fall is 14 feet 8 inches.

The extreme rise of Cypress creek is stated at 10 feet.

The surface of a dam, 8 feet high at A, would, therefore, be 12 feet 8 inches above the level of the highest rise of the creek, near the last water shop, at B.

From all the testimony that has been collected, it appears unnecessary to employ the difference of level between high and low water at B, for the purpose of increasing the power of the site. Breast wheels may not only be employed without hazard of interruption, but will, most probably, be sufficient, without resorting to the use of reaction wheels, which would add considerably to the quantity and expense of the excavations.

The canal will pass through a clay soil, and the velocity of the current will not exceed 12 inches per second. The descent is, therefore, inconsiderable; 18 inches will then be sufficient to free the wheels from tail water, to include both the descent of the canal and the small difference of level that will exist between the surface of high water in the creek, opposite the first and last water shops, and 11 feet head and fall may be employed on the wheels.

The forge will be included in the estimate for this site. The power required is 1,032, and the quantity of water for four breast wheels 138 cubic feet per second, nearly.

From the dam at A, to the proposed position for the water shops, the surface of the ground is an inclined plane, descending with great regularity towards the river, and leaving it optional to take the canal, along the whole route, at any required depth below the surface.

It will be proper, however, to take the canal from a point above the dam, where the ground is higher than the greatest elevation of the creek, which cannot exceed 8 feet. If the extreme rise below the dam is only 10 feet, the average depth of cutting above the level of low water in the canal will, therefore, be assumed at 10 feet for the first 150 yards, which will be amply sufficient to include all the excavation that may be necessary in taking the canal round the dam to where the ground has any given elevation; and from thence to the last water shop the depth of cutting may be assumed at pleasure, and without risk.

Excavations of canal earth.

Plan C.

I. From A, at the head of the proposed canal, to D, where the ground is at command, the distance is assumed, and it is believed without hazard, at 450 feet.

The width of the canal, at bottom, will be taken equal to the depth of water contained in it.

Then $\sqrt{\frac{138 \times 2}{5}} = \sqrt{55.2} = 7.43$ feet, the least depth of water. $7.43 + .67 = 8$ feet depth of canal below the surface of the water, including $\frac{67}{100}$ of a foot for obstructions, which is also the width at bottom.

1. Average depth of ground above the level of the dam = 10 feet.
2. Depth of canal below the level of the dam = 8 "

Mean depth of earth to be excavated = 18 feet.

$\frac{18 \times 3}{2} + 8 = 35$ feet, mean width of canal.

$35 \times 18 \times 450 = 283500$ cubic feet.

94500

10500 cubic yards, averaging 18 feet deep.

II. From D to the first water shop at H $= 4422 - \overline{450 + 620} = 3352$ feet.

1. Average depth of ground above the level of the dam = 1. feet.
2. Depth of canal below the level of the dam = 8. "

Mean depth of earth to be excavated = 9. feet.

$\frac{9 \times 3}{2} + 9 = 22.5$ feet, mean width of canal.

$9 \times 22.5 \times 3352 = 678780$ cubic feet.

226260

25140 cubic yards, averaging 9 feet deep.

III. From H to the last water shop at B = 620 feet; the surface of the water in the canal will be 2 feet below the surface of the ground; when,

1. Average depth of ground above the level of the dam = 2. feet.
2. Depth of canal below the level of the dam = 8. "

Mean depth of earth to be excavated = 10. feet.

The side of the canal next the water shops will be walled. Then $\frac{10}{4} = 2.5$ feet, mean thickness of side wall.

$2.5 + \frac{2.5}{4} = 3.125$ feet, or 3.2 nearly; thickness of wall at its base.

$3.2 + 1.2 = 4.4$ feet, width of foundation.

2.75 feet, depth of foundation.

$8 - \frac{1.2}{2} = 7.4$ feet, width of bottom of canal between the inner edge of the foundation and base of the opposite bank.

$\frac{10 \times 3}{4} + 7.4 = 14.9$ feet, mean width of the solid to be excavated, comprised between a line perpendicular to the inner edge of the foundation of the side wall and opposite bank of the canal.

$14.9 \times 10 = 149$ square feet; area of its transverse section.

$10 + 2.75 = 12.75$ feet; depth from the surface of ground to bottom of foundation.

$\frac{12.75}{2} + 4.4 = 10.775$ feet; mean width of the solid to be excavated, including the space to be occupied by the side wall and its foundation.

$10.775 \times 12.75 = 137.38$ square feet; area of its section.

$149 + 137.38 = 286.38$ square feet; area of the transverse section of the whole solid.

$620 + 10.775 = 630.77$ feet; whole length of the solid to be computed.

$286.38 \times 630.77 = 180639.9$ cubic feet.

60213.3

6690.3 cubic yards, averaging 11 feet deep.

RECAPITULATION OF EARTH TO BE EXCAVATED.

1. From A to D = 10500 cubic yards, averaging 18 feet deep.
2. From D to H = 25140 cubic yards, averaging 9 feet deep.
3. From H to B = 6690 cubic yards, averaging 11 feet deep.

Total, 42330 cubic yards.

Masonry of canal.

From H to B = 620 feet, length of side wall. To which must be added the width of the canal at the surface of the ground, and the breadth of the foundation of the fall, which will include the end wall, nearly:

$\frac{10 \times 3}{2} + 10 + 4.4 + \frac{10}{8} = 30.65$ feet; length of end wall.

$620 + 30.65 = 650.65$ feet; whole length of wall to be computed.

$2.5 \times 10 = 25$ square feet; area of the transverse section of wall above the foundation.

$2.75 \times 4.4 = 12.1$ feet; area of the section of the foundation.

$25 + 12.1 = 37.1$ square feet; area of the transverse section of the whole wall and foundation.

$37.1 \times 650.65 = 24139.1$ cubic feet; or, 975.3 perches.

SITE AT THE NARROWS OF HARPETH RIVER, TENNESSEE.

It is proposed to convey the water from the outlet of the tunnel at B (plan H) to the mouth of the ravine at G, by means of a side or river wall along the base of the hill. Assuming the highest rise of the Harpeth to be 25 feet above low water, between the tunnel and ravine, and that 4 feet head may be employed on the wheels at that time, it will follow that the wall must be built near 31 feet high to be secure.

The water will be taken into the ravine at G; from thence, to the head of the canal at T, the bottom of the ravine is supposed to be sufficiently low to render any excavation unnecessary, except for the foundation of the side wall.

The mean elevation of the Harpeth, during the winter and spring, is stated to be 3 feet; the whole fall at the water shops is 18 feet (nearly) at low water: reaction wheels may operate, therefore, with a head of 13 feet, without inconvenience; and as the supply of water is presumed to be sufficient with that head, a dam may be dispensed with, unless the whole fall should prove to be less than four 4 during a high state of the river. But the opposite evil is most to be apprehended, and may have to be provided against. It will be adverted to at the close of this estimate.

Excavation of the canal.

Plan H.—Profile on line T to E.

13 feet head on the wheels; forge and saw mill omitted.

150 cubic feet of water required per second; the velocity and descent are trifling, and not considered.

I. From T, at the head of the canal, to the last water shop at E, is 640 feet. To this distance must be added the mean width of the transverse section of the solid, which includes the space to be occupied by the end wall and its foundation.

The average elevation of the ground from T to E is 44 feet (nearly) above low water at corresponding points of the river; therefore, 44−18=26 feet is the average height of the ground above low water in the canal. Also, 25+4−18=11 feet is the difference of level between high and low water in the canal, and determines the height of the side wall, which should be a foot higher, or 12 feet above low water in the canal, supposing always only 4 feet water in the wheels when the river is swollen to its greatest (assumed) elevation below the tunnel. Allowing 6 feet for the least depth of water in the canal, the whole height of the side wall above its foundation is then 12+6=18 feet, and 26+6=32 feet for the average depth of the excavation from the surface of the ground to the bottom of the canal.

$\frac{150}{6}$=25 feet, the mean width of the column of water.

$25-\frac{3\times6}{4}-\frac{6}{16}$=21.875 feet, mean width of canal at bottom.

21.875−.75=21.125 feet width from the inner side of the foundation to the base of the opposite bank of canal.

$\frac{32\times3}{2}$+21.125=69.125 feet, width of canal at surface from the ground, exclusive of the base to the talus of the wall, and of the foundation which projects beyond it.

$\frac{69.125+21.125}{2}$=45.125 feet, the mean width.

45.125×32=1444 square feet, area of transverse section.

Again: $\frac{18}{4}$=4.5 feet, mean thickness of the side wall.

$4.5+\frac{18}{16}$=5.625 feet, or 5.6 nearly, thickness at its base.

5.6+1.5=7.1 feet, or 7 feet nearly, thickness of the foundation, and 3 feet the depth of the foundation.

$\frac{32+3}{4}$+7=15.75 feet, mean width of that portion of the transverse section of the whole solid which embraces the side wall and its foundation.

15.75×35=551.25 square feet its area; and

1444+551.25=1995.25 square feet, the area of the transverse section of the whole solid to be excavated.

640+15.75=655.75 feet, length of the solid.

655.75×1995.25=1308385.18 cubic feet, or 48458.71 cubic yards of earth, averaging about 33 feet deep.

II. Excavations for the foundation of the side wall from G to T.

The average height of this wall will be 22 feet, nearly, above its foundation.

$\frac{22}{4}$=5.5 feet, mean thickness of the wall.

$5.5+\frac{22}{16}$=6.875 feet, thickness at its base.

6.875+1.5=8.375 feet, thickness of the foundation; 3 feet mean depth of foundation.

8.375×3=25.125 feet, area of its section (nearly.)

25.125×76=1909.5 cubic feet; or 70.5 cubic yards, averaging 3 feet deep.

The height of the ground has been stated at 44 feet, and the height of the canal wall at 18 feet; the water shops will be about 30 feet above low water; there is, consequently, a body of earth between the canal and the river which it will be necessary to remove, extending the whole distance from T to E. The area of that portion of its transverse section, which has not been included in calculating the excavations of the canal and river wall *of the shops*, is about 780 square feet: the whole solid is, therefore,

780×615=479700 cubic feet, or 17766.6 cubic yards, averaging near 12 feet deep.

Masonry.

1. Canal wall from T to E,=640 feet; 2. End wall at E,=43 feet (nearly;) making 683 feet.

From which must be deducted for four forebays, viz:

3 forebays of 12 feet width, each	=36 feet.
1 forebay of 8 feet width,	8 feet.
	44 feet.

683−44=639 feet, actual length of canal wall to be computed.

4.5×18=81 square feet, area of the transverse section of the wall above its foundation.

7 × 3 = 21 square feet, area of the section of foundation.

81 + 21 = 102 square feet; area of transverse section of the whole wall.

102 × 639 = 65178 cubic feet, or 2633.45 perches.

The length of the side wall in the ravine, from G to T, is 76 feet, nearly, viz: 106 − 30.

5.5 × 22 = 121 square feet, area of its section above the foundation.

8.375 × 3 = 25.125 square feet, section of the foundation.

121 + 25.125 = 146.125 square feet, area of the transverse section of the whole wall.

And 146.125 × 76 = 11105.5 cubic feet, or 448.7 perches.

River wall, from the outlet of the tunnel to the mouth of the ravine at G, including the turn of the wall at each end, is 2,142 feet. It will necessarily vary in its dimensions, as it changes its relative position in respect to the direction of the current acting against it. Its average height will be 31 feet above its foundation, and the area of its probable mean transverse section, including the foundation, may be taken at 350 square feet, without much error.

350 × 2142 = 749700 cubic feet, or 30290.9 perches.

Some excavation will be required for the wall; but, as advantage will be taken of the bayou, from the outlet of the tunnel to where it empties into the river at O, the quantity must be trifling, except for the foundation, which will have an area of 45 square feet for its probable mean transverse section.

Consequently, 45 × 2142 = 96390 cubic feet, or 3570 cubic yards, of earth to be removed.

RECAPITULATION.

1. *Excavation of earth.*

	Cubic yards.
1. For foundation of the river wall, from the tunnel to G,	3570.
2. For foundation of side wall from G to T, averaging 3 feet deep,	70.
3. For the canal from T to E, averaging 33 feet deep,	48458.71
4. Earth to be removed from the surface between the canal and river, averaging 12 feet deep,	17766.6

2. *Masonry.*

	Perches.
1. Canal wall, from T to E,	2633.45
2. Side wall, from G to T,	448.7
3. River wall, from the tunnel to G, faced with hammered stone,	30290.9

SITE BELOW SHIPPINGPORT, FALLS OF OHIO.

Plans S and L, No. 1.—Profile No. 1.

I. Dimensions of the transverse section of the column of water in the canal, from *b* to K, (Plan S, Prof. No. 1,) when even with, or barely over the average surface of the rock, in that distance: and the velocity $1\frac{1}{2}$ foot per second.

The average height of the rock above low water level is = 2.73 feet. When the rise of the Ohio is 3 feet above the falls, the rise below is 12 feet: the water in the canal will then be even with the surface of the rock; and the whole difference of level at that time is $24 + 3 - 12 = 15$ feet. (See table.)

The descent of the surface of the water in the canal will then be near 6 inches; the head on the wheels $14\frac{1}{2}$ feet; and the quantity of water required for the works 142.34 cubic feet, or 143 nearly.

	Feet.
Descent from A to *b*, at low water, (bottom of canal,)	= .5
Descent from *b* to K, at low water = 1 foot, half the difference between the descent of bottom of canal and surface of water, at the time of 3 feet rise above the falls $= \frac{1 - .5}{2}$	= .25
Least depth of water in canal at lowest stage,	4.
Average height of rock above low water level,	2.73
Mean depth of the column of water,	7.48

$\frac{143}{1.5} = 95.33$ square feet for the area of the mean transverse section; and $\frac{95.33}{7.48} = 12.74$ feet, nearly, for the breadth; the sides being perpendicular.

II. Dimensions of the transverse section of the column of water from *b* to K, above the surface of the rock, when the head on the wheels is 4 feet or less, and velocity 18 inches per second. When the rise above the falls is 9 feet, the rise below is $28\frac{1}{2}$ feet. The whole difference of level is then $24 + 9 - 28\frac{1}{2} = 4\frac{1}{2}$ feet.

The descent of the surface of the water in the canal will be 6 inches nearly; the head on the wheels 4 feet nearly; and the quantity of water required = 516 cubic feet per second.

$\frac{516}{1.5} = 344$; the area of the section from the surface of the water to bottom of canal.

But the area of this section includes that of the section through the rock just before determined: consequently, $344 - 95.33 = 248.67$ square feet is the area of that portion of the section above the surface of the rock.

To the difference between the height of the rise in the river when the water in the canal is even with the average surface of the rock, and the height of the rise when the head on the wheels is only 4 feet, should be added half the difference of the descent from *b* to K, at each period. Neglecting this difference, and taking half the descent in the former case, the altitude becomes $9 - 3 + \frac{5}{2} = 6.5$ feet, which is greater than the truth; and will therefore require a less excavation. Hence, the mean breadth of this portion of the section is $\frac{248.67}{6.5} = 38.25$ nearly. Again: the base of the slope to the sides of the canal above the rock is once and a half its altitude to the surface of the water; from thence to the surface of the ground, the base is equal to the altitude: therefore, $38.25 - \frac{3 \times 6.5}{2} = 28.5$ feet; the breadth at bottom, or surface of the rock: and $38.25 + \frac{3 \times 6.5}{2} = 48$ feet; the breadth at the surface of the water.

The mean depth of earth from the surface of the ground to the rock is 16.72 feet.

$16.72 - 6.5 = 10.22$ feet, the distance from the surface of the water to that of the ground: and,

$48 + 10.22 \times 2 = 68.44$ feet is the width of the excavation at the surface of the ground.

And then, according to the hypothesis, are the dimensions of the mean transverse section of the canal between *b* and K, requisite to convey the necessary quantity of water to the works at the two stages of the river, which limits the size of the canal at all others.

III. Dimensions of the transverse section of the canal from K to its end at L, when the head on the wheels is 4 feet or less, and the velocity of the current 18 inches per second.

	Feet.
1. Descent in bottom of canal from A to *b*,	.5
2. Descent from *b* to K,	1.
3. Least depth of water in the canal during a low stage of the river,	= 4.
Making the whole depth of the bottom of the canal at K below the level of low water,	= 5.5

Nothing is allowed for the descent of the bottom from K to L, because the canal will preserve a uniform width to the last water shop; and the trifling descent necessary, in this distance, will occur in the diminished depth of water at the lower end, where the consumption of it ceases.

The whole depth of the bottom of the canal at K, below the level of low water mark, added to the elevation of the water above it, when the rise of the Ohio is 9 feet above the falls, will be the depth of the column of water between K and L, nearly, when the head on the wheels is 4 feet or less, viz:

	Feet.
1. Depth of bottom at K, below low water, - - - - - - -	5.5
2. Rise in the Ohio above the falls, when the head on the wheels is 4 feet, - - -	9.
	14.5
From which should be deducted the descent at the surface at that time, or near 6 inches from *b* to K,	.5
Leaving the actual depth of the column of water, - - - - - -	= 14.

The quantity of water required to a head of 4 feet is 516 cubic feet per second: the velocity of the current is taken at 18 inches per second; therefore,

$\frac{516}{1.5} = 344$ square feet for the area of the section.

From K to L there is no rock; the side next the river will be walled; the base of the slope to the side, which is of earth, is once and a half its altitude to the surface of the water: from thence to the surface of the ground the base is equal to the altitude.

The base of the talus to the wall is one-eighth of its altitude.

$\frac{516}{1.5} = 344$ feet; the area of the section, of which the depth is 14 feet, as before determined.

$\frac{344}{14} = 24.57$ feet; the mean breadth of the section.

$24.57 - \frac{3 \times 14}{4} - \frac{14}{16} = 13.195$ feet, the breadth at bottom of canal; and $24.57 + \frac{3 \times 14}{4} + \frac{14}{16} = 35.945$ feet; the breadth at surface of the water.

The average height of the ground above the level of low water, from K to L, is = 20.66 feet.

The depth or distance below the level of low water to the bottom of the canal is = 5.5 feet.

$20.66 + 5.5 - 14 = 12.16$ feet height from the surface of the water in the canal to the surface of the ground, when the rise of the Ohio is 9 feet above the falls.

$35.945 + 12.16 + \frac{12.16}{8} = 49.625$ feet, the breadth of the canal at the surface of the ground; the side next the river being of masonry, and the opposite side of earth.

The dimensions of the transverse section of the canal at low water, from A to *b*, as well as the position of the wheels, depend on the quantity of water which can be conveyed along the portion of the canal from K to L, at that stage of the river.

When the river is at its lowest stage, the depth of water in the canal from K to L is 4 feet, nearly.

The breadth of bottom, as just before determined, is 13.195 feet. $13.195 + \frac{3 \times 4}{4} + \frac{4}{16} = 16.445$ feet, the mean breadth of the transverse section. $16.445 \times 4 = 65.78$ square feet, the area of the section. The velocity of the current cannot exceed 1½ foot per second, as before. $65.78 \times 1.5 = 98.67$ cubic feet per second, which requires 21 feet head on the wheels. The least depth of water in the canal, from A to *b*, is 4 feet; the descent assigned to that distance is 6 inches; and the corresponding velocity to that descent, with a breadth of 11 feet, is 27.3 inches per second nearly, which gives 99.88 cubic feet. The velocity in the canal, from *b* to K, at low water, with the assigned descent to that distance, and uniform depth of 4 feet, is but little more than 22 inches, which gives 93.73 cubic feet nearly. Consequently, the surface of the water will be depressed at K, and the velocity increased to 2 feet nearly, or one-tenth of a foot nearly be added to the descent of the bottom of the canal, beyond what has been assigned.

These dimensions are obviously less than what would admit a practical application. No allowance is made, as in all other cases, for an extension of the perimeter, from irregularities, &c., nor any thing for accidental or other interruptions to the current, such as ice, &c. And a greater velocity is allowed to the current from K to L, with 4 feet head on the wheels, than would be admissible in practice.

It is assumed, that the river at *b*, during a rise of 3 feet, is at the same elevation as at A, which is not the case. And near 23 feet of the whole fall at low water is employed in the descent of the canal, or on the wheels, which will leave them submerged frequently more than ten months in the year, and occasionally the whole year through. Hence, the dimensions that have been determined are less than would be required in practice with a fall of 23 feet; and the fall employed is greater than the convenience and permanency in the operations of the machinery would admit.

But the dimensions of the canal from *b* to K are calculated to convey the necessary quantity of water with 1½ foot velocity per second when the rise in the river is 3 feet above the falls, and 12 feet below, with 14½ feet head on the wheels, and the water in the canal even with the surface of the rock; consequently, if the velocity of the current is proportionably increased, the wheels may be placed 12 feet above low water mark, or higher, without any other alteration in the dimensions of the canal from *b* to K, or from A to *b*, except an increase in the descent, corresponding to the increased velocity which may be required. The additional excavation of rock would be in some degree compensated on this line by an equal diminution of earth above it; for the whole area of the transverse section would remain nearly the same as before. A considerable increase, however, in the quantity of earth to be excavated would be necessary from K to L, because the canal is calculated, in the whole of that distance, to convey no more water than is necessary for the greatest practicable head on the wheels which the site affords at low water, viz: 23 feet. But the cost would, in this case, be far more than counterbalanced by the advantages. It is not necessary, however, to go into the investigation; the present object being merely to find the minimum excavation of an adequate canal, for the greatest head which can be employed with any security or convenience; or rather, a limit, known to be less than the truth, yet as near to it as may be safely attempted; which, it is believed, has been done.

Excavation of rock.

Plan S.—Profile No. 1.

I. From A to *b*=2320 feet, through bare rock.

1. Depth of the column of water at low stage of the river, - - - - = 4. feet.
   Average depth from the surface of the rock to the level of water, - - - = .5
   Half the descent in the bottom of the canal from A to *b*, - - - - = .25

   Mean depth of the excavation, - - - - - - - = 4.75
   The breadth of the canal, as before determined, - - - - - 11.

   52.25

$4.75 \times 11 \times 2320 = 121220$ cubic feet.

40406.66

4489.62 cubic yards.

II. From *b* to K=7672 feet; average depth above the rock = 16.72 feet.

1. Descent in bottom of canal from A to *b*, - - - - - - = .5 feet.
2. Half the descent from *b* to K, - - - - - - - = .5
3. Estimated least depth of water in the canal, - - - - - = 4.
4. Average depth of rock above the level of low water, - - - - = 2.73

   Mean depth of the excavation, - - - - - - - = 7.73

The breadth of the canal before determined is 12.74 feet. $7.73 \times 12.74 \times 7672 = 755540$ cubic feet, or 27982.96 cubic yards.

Excavation of earth.

I. From *b* to K=7672 feet.

1. Breadth of the mean transverse section at bottom, or on top of rock, - - = 28.5 feet.
2. Breadth at surface of the water when the head on the wheels is 4 feet, - - = 48.

$\frac{48+28.5}{2}$=38.25 feet, the mean breadth of the mean transverse section, between the surface of the water in the canal and surface of the rock.

Mean depth of this portion of the section, - - - - - - = 6.5

$38.25 \times 6.5 = 248.625$ square feet, the area.

II. From surface of water in canal to surface of the ground, base of the slopes being equal to their altitude.

1. Breadth at surface of water, as above, - - - - - - - = 48.
2. Breadth at surface of ground, - - - - - - - = 68.44
3. Depth from surface of the ground to the water, - - - - - = 10.22

$\frac{48+68.44}{2}$=58.22 feet; the mean breadth above the water.

$58.22 \times 10.22 = 595$ square feet, the area.

$595 + 248.625 = 843.625$ square feet, which is the area of the whole section from the surface of the ground to the rock.

Area of the mean transverse section above the rock = 843.625 square feet.
$843.625 \times 7672 = 6472290.95$ cubic feet; equal to 239714 cubic yards.

From K to L=858 feet.

The canal in this distance will be walled on the side next the river; the opposite side will be of earth.

The base of the talus to the wall is one-eighth its height.

The base of the slope to earth bank opposite is once and a half its altitude from the bottom of the canal to the surface of the water, and from thence to the surface of the ground the base will be equal to the altitude.

For greater convenience, the area of the transverse section will be estimated in two parts.

I. Between a perpendicular raised from the inner edge of the foundation of the wall to the surface of the ground and the opposite bank.

The average height of the ground above low water mark, - - - - = 20.66 feet.
Average depth below low water, - - - - - - - 5.5

Making the whole depth, - - - - - - - - - = 26.16

$\frac{26.16}{4}$= 6.56 feet, mean thickness of the wall down. $\frac{26.16}{8}$=3.28 feet, the base of the talus.

$6.56 + \frac{3.28}{2} = 8.2$ feet, the thickness of the wall at its base.

$8.2 + 1.5 = 9.7$ feet, the breadth of the foundation of the wall.

The breadth of the canal at bottom is 13.191 feet.

$13.191 - \frac{1.5}{2}$=12.441 feet, the distance between the perpendicular at the edge of foundation and the base of the slope to the opposite bank.

14 feet is the depth from the surface of the water, when there is 4 feet head on the wheels, to the bottom of the canal; therefore, $\frac{3 \times 14}{2} + 12.441 = 33.441$, breadth of the excavation at the surface of the water.

$\frac{33.441+12.441}{2}$=22.941, the mean breadth, and $22.941 \times 14 = 321.174$ square feet, the area of the section from surface of the water to the bottom of the canal.

From the surface of the water to the surface of the ground is $26.16 - 14 = 12.16$ feet: the base of the slope is here equal to the height; therefore, $33.441 + 12.16 = 45.601$ feet, the breadth of the section at the surface of the ground.

$\frac{45.601 + 33.441}{2} \times 12.16 = 480.575$ square feet the area.

480.575 + 321.174 = 801.749 square feet, the area of the whole section.

II. Second part of the transverse section of the canal, viz: between the perpendicular and the bank next the river, including the space occupied by the wall.

	Feet.
Depth from surface of ground to bottom of canal,	= 26.16
Depth of foundation of the wall,	3.5
Whole depth,	29.66
The breadth of the foundation is	9.7

The base of the slope to the bank is only half its altitude.

$\frac{29.66}{2} + 9.7 = 24.53$ feet breadth of the excavation at top.

$\frac{24.53 + 9.7}{2} = 17.16$ feet the mean breadth.

17.16 × 29.66 = 508.9656 square feet for the area.

508.965
801.749

1310.714 square feet for the whole area of the mean transverse section.

1310.714 × 858 = 1124592.61 cubic feet, or 41651.5 cubic yards.

This does not include the small solid at the end of the canal.

RECAPITULATION.

Earth to be excavated from *b* to K = 239714 cubic yards, averaging 16.72 feet.
Do. K to L = 41651 do. do. 28 do.

Total excavation of earth, = 281365 cubic yards.

Masonry.

Side wall of canal from K to L, including end wall. The end wall of the canal will be estimated to have the same dimensions with the side wall. The depth from the surface of the ground to the bottom of the canal, at its end, is, indeed, near seven feet greater than the average depth from K to L. This difference, however, will be considered as compensated by the diminished thickness of that portion of the end wall which extends into the slope of the earth bank of the canal. The length of the end wall will be equal to the breadth of the canal at the surface of the ground, added to the breadth of the foundation of the wall.

$$35.945 + 12.16 + \frac{12.16}{8} = 49.675 \text{ feet.}$$

858 + 49.675 = 907.6 feet, for the whole length of the wall.
Breadth of the foundation = 9.7 feet.
Depth of foundation = 3.5 feet.
3.5 × 9.7 = 33.95 square feet, the area of the transverse section of the foundation.
Mean thickness of the wall above the foundation = 6.56 feet.
Mean height of the wall - - = 26.16 feet.
26.16 × 6.56 = 171.6 feet, nearly, the area of the transverse section above the foundation.
33.95 square feet, area of transverse section of foundation, as above.
171.6 square feet, area of section of the wall above foundation.

205.55 square feet; whole area of mean transverse section, including foundation.

205.55 × 907.60 = 186557.18 cubic feet.

205.55
453800
453800
453800
181520

24.75) 186557.1800 (7541.7 perches.
17325

13307
12375

10321
9900

4218
2475

17430

Deduct for four forebays, viz: 3 of 8 feet each, 1 of 4 feet, } 168.85

7372.85 perches.

SITE BETWEEN LOUISVILLE AND SHIPPINGPORT.

[*Eight feet head and fall.*]

Plan L 2.—Profile No. 3.

It is proposed to ascertain the minimum dimensions of a canal that will furnish this site with the necessary quantity of water for a head of 4 feet on the wheels, when the river is at its lowest stage.

Six or seven inches must, of necessity, be left to free the wheels from tail water; otherwise the effective head on the wheels will be diminished to that extent, and the canal will no longer supply the required quantity for the reduced head.

The whole fall, therefore, which may be employed to give velocity to the water in the canal, cannot be practically greater than 41 or 42 inches.

If this fall is distributed between A S and S Z, with a view to the least expense in the excavation, it will afford a velocity of 3 feet per second from A to S, and 4.3 feet per second from S to Z, nearly; and the descent will be 12.32 inches, and 28.84 inches, in those distances, respectively. Allowing a small extension (in estimating the velocity) to that portion of the perimeter in contact with the column of water in motion, for irregularities, &c., the excavations will then be as follows:

1. *Rock.*

I. From A to S, distance = 3175 feet.

Velocity 3 feet per second; 12.32 inches descent = 1.026 feet.

Four feet head on the wheels; 516 cubic feet of water required; 4 feet least depth of water in this distance. As nearly the whole transverse section of the canal through this rock plane will be occupied by the column of water, the depth cannot be increased without also increasing the expense.

$\frac{516}{3 \times 4} = 43$ feet, the breadth of the canal.

	Feet.
Average height of rock above the level of low water,	= .5
Half the descent from A to S,	.513
Least depth of water in canal,	4.
Mean depth of excavation,	= 5.013

Or 5 feet, nearly.

$43 \times 5 \times 3175 = 682625$ cubic feet, or 25282.4 cubic yards; averaging 5 feet deep.

II. From S to V = 3581 feet.

516 cubic feet of water required.

4.3 feet per second velocity.

Descent from S to V = 28.84 − 4.25 = 24.59 inches, or 2.04 feet.

	Feet.
1. Average depth of rock above level of low water,	= 4.5
2. Descent in canal from A to S,	1.027
3. Half the descent from S to V = $\frac{2.04}{2}$	1.02
4. Least depth of water in the canal from S to V,	7.
Mean depth of excavation,	= 13.547

$\frac{516}{4.3 \times 7} = 17.14$ feet, nearly, breadth of canal through the rock.

$13.5 \times 17.14 \times 3581 = 828607.59$ cubic feet, or 30689.1 cubic yards.

III. From V to Z, at end of canal = 620 feet.

4.3 feet velocity per second.

Descent 4.25 inches = .355 of a foot, nearly.

	Feet.	
1. Average depth of rock above level of low water,	= 1.55	
2. Descent from A to V = $\frac{24.59 + 12.32}{12}$	3.07	nearly.
3. Half the descent from V to Z, $\frac{.355}{2}$	.177	
4. Least depth of water in canal,	7.	
	=11.797	

Breadth of canal = 17.14 feet.

$11.79 \times 17.14 \times 620 = 125289.9$ cubic feet, or 4640.3 cubic yards; averaging 11.79 feet deep, under 29.5 feet of superincumbent earth.

2. *Earth.*

I. From S to V = 3581 feet.

1. Average depth of earth to surface of rock = 17.14 feet.
17.14 feet = width of canal through the rock from S to V.
2.86 feet, added for two berms at the base of the slopes.

20.00 feet mean width of excavation at surface of the rock.

The base to the slopes of the earth banks of the canal is once and a half their altitude.

$17.14 \times 3 + 20 = 71.42$ feet, the width of the canal at the surface of the ground.

$\frac{71.42 + 20}{2} = 45.71$ feet, the mean width of the mean transverse section.

$17.14 \times 45.71 \times 3581 = 2805594.9$ cubic feet, or 103910.9 cubic yards; averaging 17.14 feet deep.

II. From V to Z = 620 feet.

1. Average depth of earth from surface of the ground to surface of the rock = 29.5.

From V to Z is the distance occupied by the water shops; and a side wall next the river is required, as in all other cases. The opposite bank of the canal will be left in its natural state, with a slope of once and a half its altitude.

$\frac{29.5}{4} = 7.375$ feet, or 7.3 nearly, the mean thickness of the side wall.

$7.3 + \frac{7.3}{4} = 9.1$ feet, thickness of the wall at its base.

The base to the slope of the bank next the wall is only one-half its altitude.

The berm at the base of the side wall is 4 feet, and at the base of the bank opposite 1.5 foot nearly. The breadth of the excavation through the rock is 17.14, as before.

Hence, the width of the excavation at bottom, or at the surface of the rock, becomes $17.14+9.1+4+1.5 = 31.74$ feet. And the width at the surface of the ground,

$31.74 + \frac{3\times29.5}{2} + \frac{29.5}{2} = 90.74$ feet.

$\frac{90.74+31.74}{2} = 61.24$ feet for the mean breadth of the solid to be excavated.

And $61.24\times29.5 = 1806.58$ square feet for its area.

If to the distance from V to Z = 620 feet, is added the mean width of the transverse section of the space to be excavated for the end wall, it will give the whole length of the solid to be excavated, from V to the end of the canal, sufficiently near.

The end wall will be higher and thicker at its base than the mean section of the side wall, because the rock is presumed to be somewhat lower at that point. Assuming it to be the same,

And $9.1 + \frac{29.5}{4} = 16.4$ nearly for the breadth of the transverse section, embracing the wall, and the earth to be excavated back of it,

$620+16.4 = 636.4$ for the whole length of the solid.

$636.4\times1806.58 = 1149707.51$ cubic feet, or 42581.75 cubic yards; averaging 29.5 feet deep.

Masonry.

I. From V to Z = 620 feet, length of side wall.

If the length of the end wall is taken equal to the mean width of the canal, including the side wall, the area of its transverse section will be equal to the area of the section of the side wall, nearly.

$9.1+4+17.14+\frac{29.3}{4} = 53.84$ feet for the length of the end wall.

$620+53.84 = 673.84$, whole length of wall to be computed.

$7.3\times29.5\times673.84 = 145841.44$ cubic feet, or 5892.58 perches.

From which deduct for four forebays, viz: 3 of 8 feet wide, and one of 4 feet wide, 103.23

5789.35 perches.

Plan L.—Profile No. 2.

1. *Excavations of rock.*

I. From A to S = 3175 feet. Descent at 5 = 5.11 inches.

Average height of rock above low water, at A,	= .5 feet.
Half the descent of the canal from A to S $\frac{5.11}{2} = 2.55$ inches,	.21
Least depth of water in the canal,	4.
Average depth of excavation,	= 4.71 feet.
Breadth of canal,	= 64.4 feet.

$4.71 \times 64.4 \times 3175 = 963053.7$ cubic feet, or 35668.6 cubic yards.

64.4	303.324
	3175
1884	1516620
1884	2123268
2826	303324
303.324	909972
	3)963053.700
	9)321017.9
	35668.6 cubic yards.

II. From S to V = 3581.8 feet. Descent from S to V = 12.15—1.795 = 10.35 inches, nearly.

	Feet.
1. Average height of the rock on this line above low water, at A,	= 4.5
2. Descent from A to S of the canal = 5.11 inches,	.425
3. Half the descent from S to V = $\frac{10.35}{2}$ = 5.17	.426
4. Least depth of water in the canal,	7.
Average depth of excavation,	= 12.351
Breadth of canal,	= 24.58

24.58 × 12.35 × 3581.8 = 1087304.414 cubic feet, or 40270.5 cubic yards.

III. From V to Z = 620 feet. Descent from V to Z = 1.795 inch.

1. Average height of the rock on this line above low water level, at A,	= 1.55
2. Descent of canal from A to V = 10.35 + 5.11 = 15.47 inches, nearly	1.29
3. Half the descent from V to Z = $\frac{1.79}{2}$ = .84 of an inch, nearly	.07
4. Least depth of water in canal,	7.
Average depth of excavation,	= 9.91
Breadth of canal,	= 24.58

9.91 × 24.58 × 620 = 151024.436 cubic feet, or 5593.497 cubic yards.

RECAPITULATION OF ROCK EXCAVATIONS.

1. From A to S, less than 5 feet deep = 35668.6 cubic yards.
2. From S to V = 40270.53
3. From V to Z = 5593.49 } averaging 11 feet deep, under an average depth of 19 feet of earth.

45864.02

Excavations of earth.

I. From S to V = 3581 feet.

	Feet.
1. Average depth of earth to the rock in this distance,	= 17.14
2. Width of canal through the rock from S to V,	24.9
3. Add for two berms at the base of each talus,	2.85
Mean breadth of excavation at bottom,	= 27.75

17.14 × 3 + 27.75 = 79.17 feet, for the breadth of the excavation at the surface of the ground.

$\frac{79.17 + 27.75}{2}$ = 53.46 feet for the mean breadth of the mean transverse section.

Therefore, 53.46 × 17.14 × 3581 = 3281270 cubic feet, or 121528.5 cubic yards.

II. From V to Z = 620 feet.

Average depth of earth above the surface of the rock in this distance = 29.5 feet.

$\frac{29.5}{4}$ = 7.375 feet = mean thickness of the side wall.

1.843 feet = half the talus.

9.218 feet = the thickness of the wall at its base on the rock.

The canal will have but one side walled. The base of the slope to the earth will then be half its altitude on the side next the wall; and once and a half its altitude for the opposite side. Again: the breadth of the canal through the rock is 24.58 feet, as before, from S to V; to which must be added a berm of 3 feet at the base of the wall, and 2 feet at the base of the slope, to the side opposite, which is of earth. Hence, the breadth of the excavation of earth at bottom, or at the surface of the rock, becomes: 24.58 + 9.218 + 3 + 2 = 38.798 feet. Its breadth at the surface of the ground is $38.798 \times \frac{29.5}{2} + \frac{29.5 \times 3}{2}$ = 97.798 feet. And the mean breadth of the mean transverse section, $\frac{38.798 + 97.798}{2}$ = 68.298 feet.

The prism to be excavated at the end of the canal will have $\frac{29.5}{4}$ + 9.218 = 16.593 feet, nearly, for the mean breadth of its transverse section, which must be added to the distance from V to Z, in order to include the whole quantity of earth to be excavated, nearly.

Then, 620 + 16.593 = 636.593 feet, the whole length of the solid; and 68.298 × 29.5 × 636.59 = 1282595.16 cubic feet, or 47503 cubic yards; averaging 29.5 feet deep.

RECAPITULATION OF THE EXCAVATIONS OF EARTH.

121528 cubic yards, from S to V, averaging 17.14 feet deep, at 20 cents per cubic yard.
47503 cubic yards, from V to Z, averaging 29.5 feet deep, at 30 cents per cubic yard.

Masonry of canal.

I. From V to Z = 620 feet.

If the mean width of the canal below the top of the wall is added to the thickness of the wall at its base, the sum will be equal, very nearly, to the mean length of the end wall, computing it to have the same mean transverse section with the side wall, viz:

$38.798 + \frac{3 \times 29.5}{4} + 9.218 = 70.116$ feet, length of end wall. And $620 + 70 = 690$ feet, nearly, for the whole length of wall.

$29.5 \times 7.375 = 217.5625$ square feet, the area of the mean section.

$217.5625 \times 690 = 150118.1$ cubic feet, or 6065.3 perches.

SITE BELOW JEFFERSONVILLE, FALLS OF OHIO.

From the lower end of Jeffersonville to *h* on plan at the head of the proposed canal, the fall at low water is 6 inches. From *h* to low water mark opposite D, where the first water-wheel will be placed, the fall is 15.83 feet; and from thence to low water mark in the basin, opposite the last water-wheel, the fall is 1.4 foot: making the whole fall at this site, from the head of the canal to the last water-wheel, 17.23 feet.

It is asserted that the rise in the basin opposite F is 2 feet for 1 foot rise at Jeffersonville, counting from low water. The difference of level between those two points is 17.23 feet; therefore, when the rise in the Ohio at Jeffersonville is 7 feet, the rise in the basin is 14 feet; and the whole fall, or difference of level at that time is $17.23 + 7 - 14 = 10.23$ feet. Also, the basin opposite F is near 7 feet above the level of low water at Shippingport.

Now, according to Mr. Berthoud's observations, when the rise of the Ohio at Louisville is 7 feet, the rise at Shippingport is 24 feet, and the whole fall in the river between those two places at that time is only 7 feet: there is, then, an error in the statement of the ratio between the rise of the river at Jeffersonville and at the basin referred to.

The fall which really exists between those points, at any one stage of the river above low water, must obviously be a less portion of the whole fall between Louisville and Shippingport at that time, than it is during low water. Indeed, when the river is more than ordinarily high, the descent between any two points must be to the whole descent from the head to the foot of the falls, nearly, as the distances. If the fall from *h* to F, at any given elevation of the river above its low stage, is supposed to bear the same ratio to the whole fall between Louisville and Shippingport at that time which it does at low water, viz. 17.23:: 24, it will exceed the truth. Hence, when the rise at Jeffersonville is 5 feet, the rise at Shippingport 18.5 feet, and the difference of level between Louisville and Shippingport 10.5 feet, the difference of level between *h* and F must be less than 7.54, which is the ratio, nearly. If, then, $7\frac{1}{4}$ feet be taken as the fall from *h* to the last water shop, when the rise is 5 feet at *h*, it will probably still exceed the truth. From *h* to where the proposed canal will enter the river bank at *a*, is a rock plane, bare at low water, and of an average elevation of 1.75 feet above low water at *h*. From *a* to the end of the canal, the rock has an estimated average elevation of 4 feet above low water level at *h;* and from *a* to where the side of the canal next the river will be walled at D, the average elevation is nearly 5 feet.

From D to the end of the canal, the rock averages less than 4 feet above low water at *h;* the side next the river will be walled; and as the canal will preserve its whole breadth from that point to the last water shop, and as the quantity of water conveyed per second diminishes continually after passing D, while the space occupied by it remains the same, no variation of the velocity of the water will be estimated on account of the diminished height of the rock.

Since the whole length of this canal will have its bottom and sides to the height of 10 or 12 feet of rock, any required velocity may be given to the current at low water, and all deposition in the canal speedily and safely removed. A much greater velocity may also be permitted, when it is in contact with the earth slopes of the canal above the surface of the rock, than would be admissible under almost any other circumstances than those described. Two feet may be allowed, without immediate hazard to the banks of the canal, when the water is even with the surface of the rock. A berm of 2 feet on each side, together with the talus to the sides, will reduce this velocity at the period when there is 4 feet head, or less, on the wheels. The dimensions of the canal will then approach to what are deemed the least that are practicable, consistent with economy and convenience in any case.

The object of this investigation is not to prove what is the absolute minimum cost of a canal which may barely supply the requisite quantity of water, without reference to the convenience of the works, but to ascertain, as near as may be done the dimensions that are necessary to improve whatever advantages the site may offer, with the least hazard of obstruction to the machinery. Now, the head which exists at that stage of the river where the water first comes in contact with the earth slopes of the canal, is also the greatest which can be advantageously employed when the river is at its lowest stage, and will therefore govern the dimensions and descent of the canal. If the wheels were placed much lower than this limit, they would not only be longer under water, but, the head employed on them being greater, they would necessarily be much more liable to accidents, more difficult to repair, and in some instances it would be altogether impracticable, until they should be nearly uncovered by the receding of the river. Besides, the power is already separated from the weigh, more than 40 feet; and this distance would be increased, and, with it, a serious objection to the site, without any corresponding benefit to the works, and but comparatively trifling economy in the excavations.

SITE NEAR JEFFERSONVILLE, FALLS OF OHIO.

Plan J.—Profile R B.

From N to H, (prof. R B,) is 2178 feet through bare rock, which averages only 1.75 foot above low water. The velocity might be increased at pleasure in this distance; but it is to be observed that the average depth of the excavation is less than 6 feet, and the cost per cubic yard will therefore not exceed 75 cents; that the descent employed between N and H, is added to the depth of the excavation from H to the end of the canal; that in this last distance the rock will average 11.34 feet above the bottom of the canal, with an average of 19 feet of superincumbent earth, and 24 feet between D and I; which doubles the cost of excavating each cubic yard. Therefore, to equilibriate the expense of these excavations, and also to lessen the disadvantage to the works of employing a greater descent, the velocity from N to H will be limited to 4 feet per second. The depth of the canal being given = 4 feet, the breadth becomes 17.81 feet, and the descent 1.2 foot, including the descent from R to N.

SITE BELOW JEFFERSONVILLE.

Plan J.—Profile R B.

From H to I, (profile R B,) is 2028.84 feet. The average depth of the rock has been stated at 4 feet above the level of low water; and when the rise of the river at h (plan —) is 5 feet, the water in the canal will be even with its surface. The head on the wheels will then be, at most, $7\frac{1}{4}$ feet; the least quantity of water required 285 cubic feet; and the velocity of the current about 2 feet per second. The least dimensions of a canal, which will conform to these conditions, and supply an equal quantity of water, during the low stage of the river, the head on the wheels being also $7\frac{1}{4}$ feet, must admit near 5 feet depth of water at that time, with a velocity of 5 feet per second, which gives a breadth of 12 feet, and requires a descent from H to I of 2.24 feet, nearly.

Canal excavations.

$7\frac{1}{4}$ feet head on the wheels at low water.
285 cubic feet of water required.

Rock.

Plan J.—Profile R B.

I. From R, at the head of the canal, to N = 333.3 feet, the river is only 3 feet deep. The breadth of the column of water must therefore be $\frac{285}{3 \times 4} = 23.75$ feet, the velocity being 4 feet per second.

The breadth of the canal at N is 17.81 feet, and depth 4 feet.

Supposing the surface of the rock to slope uniformly from N to R, which is nearly the case, its section, in the direction of its length, will be a triangle, having its base 4 feet, and perpendicular 333.3 feet. The whole solid to be excavated will be equal to half of a prism of those dimensions, and 17.81 feet broad; and a triangular pyramid containing less than 100 cubic yards.

	Feet.
1. Breadth of canal at N,	= 17.81
Add incidental obstructions, &c.	2.19
Total breadth,	= 20.

	Cubic yards.
$20 \times 3 \times 333.3 = 19998$. cubic feet,	= 740.6
To which add for the pyramid,	95.
Total excavation from R to N,	= 835.6

II. From N to H = 2178 feet.

	Feet.
1. Average depth of rock above the level of low water,	= 1.75
2. Depth of water in the canal,	4.
3. Half the descent from N to H, added to the whole descent from R to N,	.68
Whole depth of excavation,	= 6.43

Here, as between R N, the allowance for obstructions, &c. will be made by increasing the breadth of the transverse section, as the least expensive; which will be taken, as before, at 20 feet.

$6.43 \times 20 \times 2178 = 280090.8$ cubic feet, or 10373.7 cubic yards.

III. From H to I = 2028.84 feet.

	Feet.
1. Average depth of rock above the level of low water,	= 4.
2. Descent from R to H,	1.2
3. Half the descent from H to I,	1.14
4. Least depth of water in canal,	5.
Whole depth of excavation,	= 11.34

The velocity is 5 feet per second, and the breadth of the canal 12 feet. The same considerations do not hold in enlarging the dimensions of the canal from H to F, as before, from R to H, and no allowance is made.

$11.34 \times 12 = 136.08$ feet = area of the section; and $136.08 \times 2028.84 = 276084.54$ cubic feet, or 10225.3 cubic yards.

SITE NEAR JEFFERSONVILLE.

Plan J.—Profile R B.

Canal excavations of earth.

I. From H to D, where the first water wheel is placed, = 1408.8 feet.

	Feet.
1. Breadth of canal through the rock,	= 12
2. Breadth of two berms, one on each side, $1\frac{1}{2}$ foot each,	3
3. Breadth of excavation at surface of rock,	15
4. Average depth of earth above the rock,	17

The base of the slope of each bank of the canal is once and a half the height: consequently,
$3 \times 17 + 15 = 66$ feet for the breadth of the excavation at the surface of the ground; and
$\frac{66 + 15}{2} = 40.5$ feet for the mean breadth of the mean transverse section; therefore,
$40.5 \times 17 = 688.5$ square feet for the area; and $688.5 \times 1408.8 = 969958.8$ cubic feet, or 35924.4 cubic yards.

II. From D to I, at end of canal = 620 feet.

Mean depth of earth from the surface of the ground to the rock = 24 feet, which is also the height of the side wall from D to I.

$\frac{24}{4} = 6$ feet, the mean thickness of the wall.

1.5 foot = half the base of the talus.

7.5 feet = breadth of the wall at its base.

The depth of the cutting through the rock, from D to I, averages 11.34 feet. The sides are perpendicular, and the mean velocity of the current is 5 feet per second.

The security of the wall, therefore, will require it to be placed about 4 feet from the edge of the rock, which will be sufficient to insure it against the effects of the current, with the velocity it would have in case any portion of the intermediate rock should be worn or sapped by its action.

The berm, at the base of the slope on the side of the canal opposite to the wall, will remain, as before, = 1.5 foot.

The breadth of the canal through the rock = 12 feet; therefore, $12 + 4 + 1.5 + 7.5 = 25$ feet for the breadth of the excavation of earth at the surface of the rock.

The base, to the slope of the earth on the side where the wall is to be placed, need not exceed what is barely necessary to sustain the bank while the walls are erecting: half the height is sufficient for that purpose. The base of the slope on the opposite side continues to be once and a half the whole height.

$\frac{24}{2} + 25 + \frac{3 \times 24}{2} = 73$ feet for the breadth of the excavation at the surface of the ground.

$\frac{73 + 25}{2} = 49$ feet for the mean breadth of the excavation; and

$49 \times 24 = 1176$, the area; $1176 \times 620 = 729120$ cubic feet, or 27004 cubic yards; averaging 24 feet deep.

III. Excavation of earth at the end of canal, not included in the foregoing estimate.

This excavation will consist of a prism and two pyramids. The mean breadth of the transverse section of the prism is equal to one-half the sum of twice the breadth of the wall at its base, added to half its height, viz:

$\frac{7.5 \times 2 + 12}{2} = \frac{27}{2} = 13.5$ feet.

The length of this solid is equal to the length of the end wall of the canal added to the breadth of the wall at its base, viz:

$41.5 + 7.5 = 49$ feet.

24 feet the depth of earth above the surface of the rock.

$49 \times 24 \times 13.5 = 15876$ cubic feet, or 588 cubic yards.

The several small solids at the angles, omitted, are inconsiderable.

RECAPITULATION.

Excavation of earth.

	Cubic yards.
1. From H to D,	= 35924.4
2. From D to I,	27004.
3. At end of canal,	588.
Total excavation of earth,	= 63516.4

Masonry of the canal.

Plan J.—Profile R B.

From D to I, at end of canal = 620 feet.

The end wall of the canal will be the same average height as the side wall. Its whole length will be equal to the width of the canal at the surface of the ground added to the thickness of the wall at top; but that portion of it which extends into the slope of the earth will necessarily diminish in its breadth to less than half its former mean thickness. The whole length of this wall will, therefore, be taken equal to the mean width of the canal, having the same transverse section as the side wall.

Mean width of canal, including the thickness of the wall, viz:

$12 + 4 + \frac{24 \times 3}{4} + 7.5 = 41.5$ feet, which is the length of the end wall, nearly.

$620 + 41.5 = 661.5$ feet, length of wall having the same transverse section.

Height of the wall = 24 feet; mean thickness = 6 feet.

$6 \times 24 = 144$ square feet for the area; $144 \times 661.5 = 95256$ cubic feet, or 3848.7 perches.

Deduct for 4 forebays, viz: 3 of 8 feet wide each, and 1 of 4 feet wide, - 70.47

3778.23

SITE AT NORTH BEND, ON THE OHIO RIVER.

	Feet.
Difference of level between low water of the Miami river, at the mouth of Jordan's creek, and low water of the Ohio, at North Bend,	38.62
Height of proposed dam on the Miami, near Jordan's creek,	10.
Whole fall, or difference of level between low water of the Miami, above the dam, and low water of the Ohio,	48.62

The forge will be included in the estimates for this site. The power required is 1032. The greatest head employed on the wheels is 15 feet. The corresponding quantity of water is 138 cubic feet per second. The least efficient head will be 4 feet; and the quantity of water, then required, 516 cubic feet.

Excavations of the canal.

Plan N.—Profile C R.

Earth.

I. From C, at the head of the canal, to B, at the head of the tunnel, is 9270.36 feet.

In the whole of this distance the canal passes through a level river bottom. The mean velocity of its current will, therefore, not exceed 12 inches per second.

1. Average height of the surface of the ground above the level of the dam = 11.62.

The width of the canal, at its bottom, will, in this case, be equal to the depth of water which it contains during the lowest stage of the Miami; therefore,

$\frac{\sqrt{138}\times 2}{5} = \sqrt{55.2} = 7.43$ feet, nearly; the least depth of water in the canal, and least width of its bottom, which should be augmented to 8 feet, to allow for impediments and obstructions of all kinds. Then,

$8 + 11.62 = 19.62$ feet, whole depth of earth to be excavated.

$3 \times 19.62 + 8 = 66.86$ feet, breadth of canal at surface of the ground.

$\frac{66.86 + 8}{2} = 37.43$ feet, mean width of mean transverse section of canal.

And $37.43 \times 19.62 \times 9270.36 = 6807929.89$ cubic feet, or 252145.55 cubic yards of earth to be excavated; averaging 19.62 feet from surface of ground to bottom of canal.

Tunnel.

II. From B, at the entrance of the tunnel into the hill, to its outlet at a point corresponding to L, in the ravine, (profile C R,) the distance is 1817 feet, nearly.

The velocity of the current through the tunnel cannot exceed 4 feet per second, when the head on the wheels is 4 feet, without giving a greater depth to the column of water when the head is 15 feet, and the Miami at its lowest stage, than would otherwise be necessary or expedient; and requiring a greater descent than would, in all probability, be compensated by the difference, if any, in the cost of the excavation.

When the head is 4 feet on the wheels, the quantity of water required is 516 cubic feet per second. Therefore, the least dimensions of the transverse section of the tunnel that will convey this quantity with a velocity of 4 feet per second will be nearly a square; of which $\frac{\sqrt{516}}{4} = \sqrt{129} = 11.35$ feet, is the length of one of its sides.

If the bottom of the tunnel is placed $4\frac{1}{2}$ feet below the level of the dam, the same descent that will give a velocity of 4 feet to the current when the depth of the column of water is 11.35 feet, will also be amply sufficient, at the lowest stage of the Miami, to give the requisite velocity when the head on the wheels is 15 feet.

Hence, the bottom of the tunnel and the top of its roof will have the same inclination; and the descent employed will not add to or affect the excavations.

It will be proper, however, to give a greater elevation to the roof than what is assigned to the surface of the column of water, both to avoid an increased resistance to the current and consequent augmentation of the descent, as well as to secure the roof from the long continued action of the water when the velocity is 4 feet per second.

The whole height will then be assumed at 13 feet, or 1.64 foot above the surface of the water, when the Miami is between 6 and 7 feet on the dam and 4 feet head on the wheels.

Then, $11.36 \times 13 \times 1816 = 268186.88$ cubic feet, or 9932.07 cubic yards.

This estimate is based upon the supposition that the tunnel will pass entirely through solid rock, and that no additional excavation will be required on account of shafts and arches.

Excavations of earth.

III. From the end of the tunnel, at a point corresponding to L, in the ravine, (prof. C R,) to the first water shop at a point corresponding to H, (prof. C R,) is 4 chains, nearly, on a straight line = 264 feet.

The dimensions of the canal below the level of low water will here be the same as those assigned to it from C to the head of the tunnel.

	Feet.
1. Supposed average depth of earth above the level of the dam, - - -	= 15
2. Least depth of water in canal, including an allowance for probable obstructions, -	8
3. Whole descent from head of canal to L, - - - - -	1 nearly.
Mean depth of earth to be excavated,	= 24

$\frac{3 \times 24}{2} + 8 = 44$ feet, mean width of mean transverse section of canal.

$44 \times 24 \times 264 = 278784$ cubic feet, or 10317.9 cubic yards; averaging 24 feet deep.

IV. From H, on plan N, (corresponding to H on prof. C R,) to the last water shop at E, is 620 feet.

	Feet.
1. Average depth of earth above the level of the dam, - - - -	= 10
2. Least depth of water in canal below the level of the dam, (including allowance for obstructions,)	7
3. Descent of canal, - - - - - - - -	1 nearly.
Mean depth of the bottom of the canal below the surface of the ground,	= 18

$\frac{18}{4} = 4.5$ feet, mean thickness of side wall.

$4.5 + \frac{4.5}{4} = 5.625$ feet, thickness of wall at its base.

$5.625 + 1.75 = 7.375$ feet, width of the foundation. 3 feet, depth of the foundation.

Then, $\frac{138}{6.5} = 21.23$ feet, mean width of the column of water at its lowest stage.

$21.23 - \frac{6.5 \times 3}{4} - \frac{6.5}{16} = 15.96$ feet, nearly, least width of the column of water at bottom.

$15.96 + .5 = 16.46$, or 16.5 feet nearly, width of canal at bottom.

$16.5 - .75 = 15.75$ feet, width from the inner edge of the foundation of the side wall to the base of the opposite bank of the canal.

$15.75 + \frac{3 \times 18}{2} = 42.75$ feet, mean width of the solid contained between a perpendicular, raised from the inner edge of the foundation of the wall to the surface of the ground and opposite bank of the canal.

$42.75 \times 18 = 769.5$ square feet, area of its transverse section.

Again: $18 + 3 = 21$ feet, depth from the surface of the ground to the bottom of the foundation of the side wall.

$7.37 + \frac{21}{4} = 12.62$ feet, mean width of the solid to be excavated, embracing the space to be occupied by the side wall and its foundation.

$12.62 \times 21 = 265.02$ square feet, area of its transverse section.

$769.5 + 265.02 = 1034.52$ square feet, area of the transverse section of the whole solid to be removed.

$620 + 12.62 = 632.62$ feet, the whole length of the solid.

$1034.52 \times 632.62 = 654354.59$ cubic feet, or 24235.35 cubic yards.

Masonry.

$\frac{18 \times 3}{2} + 7.375 + 16.5 = 50.875$ feet, mean length of end wall, supposing it to have the same transverse section with the side wall.

$620 + 50.875 = 670.875$ feet, whole length of wall, from which must be deducted the width of 8 forebays, viz:

		Feet.
Reduced to half the number.	6 forebays, 10 feet mean width, each,	= 60
	2 forebays, 6 feet mean width, each,	12
		= 72

$670.875 - 72 = 598.875$ feet length of wall, to be computed; $4.5 \times 18 = 81$ square feet, area of transverse section above the foundation.

$7.375 \times 3 = 22.125$ square feet, area of transverse section of foundation.

$81 + 22.125 = 103.125$ square feet, area of the whole transverse section.

$598.875 \times 103.125 = 61758.98$ cubic feet, or 2495.3 perches.

Add for reduction in the number of forebays, 150.

2645.3

RECAPITULATION.

1. *Earth.*

252145.5 cubic yards, averaging 19.62 feet deep.
24235.35 cubic yards, averaging 18 feet deep.
10317.9 cubic yards, averaging 24 feet deep.

Total, 286698.75 cubic yards of earth.

Or, 252145.5
24235.35

276380.85 cubic yards, averaging above 19 feet deep.
10317.9 cubic yards, averaging 24 feet deep.

Total, 286698.75 as before.

2. *Rock.*

9932.7 cubic yards for the tunnel.

Masonry of canal.

2495.3 perches.
150.

2645.3

SITE ON BOWMAN'S CREEK, NEAR LICKING RIVER, KENTUCKY.

Plan T.—Profile A B.

A dam 15 feet high across Licking river, near the mouth of Cruizer's creek, will give 8 feet fall at D, where the canal enters the valley of Bowman's creek. The intermediate ground is river bottom. The velocity of the current in the canal will, therefore, not exceed 1 foot per second. The descent requisite will be too inconsiderable to affect the excavations in any material degree; and the whole fall of 8 feet will be considered as employed on the wheels.

Excavations of earth.

I. From A to D, distance 9784.5 feet. The base of the slope to the banks of the canal will be once and a half their altitude; the width of the canal at bottom equal to half the depth of water contained in it during the lowest stage of the river.

258 cubic feet is the quantity of water to be delivered per second: therefore, $\sqrt{\frac{258}{2}} = 11.357$ feet, or 11.36, the depth of the column of water.

The average depth of earth above the level of the dam is 16.746 feet; consequently, $16.746 + 11.36 = 28.1$ feet, nearly, is the average depth of earth to be excavated on the whole route A D.

$28.1 \times 3 + \frac{11.36}{2} = 89.98$ feet, width of canal at the surface of the ground.

$\frac{11.36}{2} = 5.68$ feet, width of canal at bottom.

$\frac{89.98 + 5.68}{2} = 47.83$ feet, mean width of canal; and

$47.83 \times 28.1 = 1344.023$ square feet, area of the mean transverse section; and

$1344.023 \times 9784.5 = 13150593$ cubic feet, or 487059 cubic yards; averaging 28.1 feet deep from surface of the ground to bottom of the canal.

II. From D to B, at end of canal, 620 feet distance. A side wall next the water shops will be required here, as in other cases.

The bottom of the canal in this distance will be 7 feet below the level of the dam. A greater depth would reduce the excavation to less than what is required for the embankment on which to raise the workshops above the level of ordinary high water at the dam; and a less depth is not supposed to be essential.

	Feet.
1. Average depth of earth above the level of the dam,	= 3
2. Least depth of water in the canal,	7
Whole depth to be excavated,	= 10

The level of high water at the mouth of Cruizer's creek is 22 feet above the bottom of the canal. A dam 15 feet high would cause the freshets of Licking to rise several feet higher at that point, and would most probably afford a head of 4 feet on the wheels at the water shops, until the river should reach the greatest elevation which it is known to have formerly attained. It would, therefore, be necessary to give at least an equal height to the side wall, viz: 22 feet above the bottom of the canal.

$\frac{22}{4} = 5.5$ feet, the mean thickness of the wall.

$\frac{5.5}{4} + 5.5 = 6.875$ feet, thickness of the wall at its base. 3 feet, depth of its foundation.

And $\frac{258}{7} - \frac{3 \times 7}{4} - \frac{7}{16} = 31.169$ feet, nearly, breadth of canal at bottom.

$31.169 - .75 = 30.419$ feet, breadth of that part of the bottom of the canal between the foundation of the wall and the base of the opposite bank.

$\frac{10 \times 3}{2} + 30.419 = 45.419$ feet, width of the excavation at the surface of the ground, between a perpendicular raised from the inner side of the foundation of the wall and the opposite side of the canal.

$\frac{45.419 + 30.419}{2} = 37.919$ feet, mean width.

$37.919 \times 10 = 379.19$ square feet, area of the transverse section.

$10 + 3 = 13$ feet, depth from the surface of the ground to the bottom of the foundation of side wall.

8.375 feet, thickness of the foundation wall.

$8.375 + \frac{13}{4} = 11.625$ feet, mean width of the transverse section.

$11.625 \times 13 = 151.125$ square feet, area of the transverse section, including the space to be occupied by the side wall and its foundation.

$379.19 + 151.121 = 530.311$ square feet, area of the whole transverse section of the solid to be excavated between D and the last water shop.

$620 + 11.625 = 631.625$ feet, whole length of the solid, including the part to be excavated on account of the end wall.

$631.625 \times 530.311 = 334957.68$ cubic feet, or 12405.84 cubic yards; averaging about 11 feet deep.

Masonry.

	Feet.
1. Length of side wall from D to B, at end of canal,	= 620.
2. Mean height of the wall above its foundation,	22.
3. Mean thickness,	5.5

$5.5 \times 22 = 121$ square feet, area of the transverse section.

8.37 feet, width of the foundation; 3 feet, depth of the foundation.

$8.37 \times 3 = 25.11$, area of the transverse section.

And $121 + 25.11 = 146.11$ square feet, area of the whole transverse section of the wall, including the foundation.

If the length of the end wall is taken equal to the width of the canal at the surface of the ground, its mean transverse section will be equal to that of the side wall, nearly. Then, $620 + 47.419 = 667.419$ feet, will be the whole length of the wall. From which must be deducted for 8 forebays, viz:

		Feet.
Reduced to half the number.	6 forebays, mean width each 10.75 feet, - - - -	= 64.5
	2 forebays, mean width each 6.75 feet, - - - -	13.5
	Making	= 78.

667.419 — 78 = 589.419 feet, nearly, for the length of wall to be computed.
146.11 × 589.4 = 86118.224 cubic feet, or 3479. perches of masonry.
Add for reduction in number of forebays, 230.23

3709.23

The length of the end wall is assumed to be equal to the width of the canal at the surface of the ground, because of the necessity of its extension, in the present case, in consequence of the elevation of the high water in the canal above the surface of the adjacent grounds. At Louisville, and in some other instances, the effective head on the wheels ceases before the water reaches the surface of the ground; and any further rise is supposed to be prevented by means of the head-gates, or the whole establishment would be inundated.

In all other cases the canal walls extend no higher than the natural elevation of the ground.

Recapitulation.

1. *Excavations of earth.*

	Feet deep.
1. From A to D = 487059 cubic yards, averaging - - - - -	28.1
2. From D to B = 12405.8 cubic yards, averaging - - - - -	11.

2. *Masonry of canal.*

	Perches.
1. From D to end of canal, - - - - - - - -	= 3479.
2. Add - - - - - - - - - -	230.23
	= 3709.23

CANAL AT ZANESVILLE.

Excavations of earth.

I. From H I, at the end of the rock, (Plan Z No. 3.—Profile A C,) to the last water shop at C.

$\frac{2}{}$

	Feet.
1. Whole distance to be computed, - - - - - - -	2145.
2. Descent of canal in that distance, - - - - - - -	.96

I. *Between the side walls of canal.*

	Feet.
1. Mean depth of earth from surface of ground to low water level, - - -	= 14.7
2. Half the descent from H I to end of canal, - - - - -	.48
3. Whole descent from head of canal to H I, - - - - -	.7
4. Depth to be occupied by flagging, - - - - - - -	.5
5. Depth of water when free from ice, &c. - - - - - - -	5.
Mean depth of earth to be excavated, from surface of ground to bottom of canal, contained between the foundations of the two side walls, - - - - - - -	= 21.38

The velocity is 3 feet per second when the column of water is 4 feet deep. The breadth of the canal is, at bottom, 20.25 feet; and as the foundations project 9 inches beyond the walls at each side, the excavations for which will be computed separately, the whole breadth of the space to be excavated within the side walls, and between the foundations and surface of the ground, is 20.25 — 1.5 = 18.75 feet.

Therefore, 18.75 × 21.38 = 400.865 square feet, for the area of the mean transverse section of the space between the walls.

II. *Of the space embracing the walls and their foundations.*

	Feet.
1. Mean depth of excavation within the walls, as before, - - - -	= 21.38
2. Depth of foundations, - - - - - - - -	3.
	24.38
Depth occupied by the flagging to be deducted,	.5
Whole depth, from surface of the ground to the bottom of the foundations,	= 23.88

Again: breadth of the foundations = 8 feet; and the breadth of the foundations added to one-fourth of the whole height of the wall is equal to the mean breadth of the trapezoid of which the transverse section consists.

$8 + \frac{23.88}{4} = 13.97 = 14$ feet, nearly, the mean breadth.

23.88 × 14 = 334.32 square feet, area of the section, embracing one side wall from the bottom of the foundation to the surface of the ground, and 334.32 × 2 = 668.64 square feet, area of the two sections, including both side walls.

Hence, 400.865 + 668.64 = 1069.52 square feet, area of the mean transverse section of the whole solid to be excavated from H I to end of canal.

1069.5 × 2145 = 2294120.4 cubic feet, or 84967.4 cubic yards.

III. *Excavation at end of canal.*

The solid to be excavated at the end of the canal may be resolved into a prism and two pyramids.

1. *Prism.* Its length, equal to the length of the foundation of the end wall of the canal, added to twice the breadth of the foundation.

Its transverse section is a trapezoid, having the same altitude as the end wall, and a mean breadth equal to one-fourth the height of the wall added to the breadth of its foundation.

2. Two rectangular pyramids at the angles, the height of each equal to the whole depth of the excavation, and the length of the sides of the base equal to half that depth.

1. *Prism.*

$20.25 + \overline{8 \times 4} = 52.25$ feet for the length.

	Feet.
1. Depth of ground from its surface to low water level,	= 12.1
2. Descent from head of canal to I,	.72
4. Descent from I to end of canal,	.96
4. Depth of water in canal,	5.
5. Depth of foundation,	3.
Whole depth from surface of ground to bottom of foundation,	= 21.78

$21.78 \times \left(\frac{21.78}{4} + 8\right) = 292.832$ square feet, area of the transverse section.

292.8 × 52.25 = 15298.8 cubic feet.

2. *Pyramids.*

21.78 feet = height. 10.89 = length of each side of the base.

$\frac{10.89 \times 10.89 \times 21.78}{3} \times 2 = 1722$ cubic feet, the contents of both pyramids.

15298
1722

17020 cubic feet; or

630 cubic yards to be excavated on account of end wall.

84967
630

85597 cubic yards, from H I to end of canal, including excavations for the end wall.

IV. *Of the earth resting on the surface of the rock from* H I *to head of canal.*

I. From H I to B D = 114.8, nearly.

1. Section at H I, (*Prof.* A C.)

2

	Feet.
1. Depth of earth from surface at I to level of low water,	= 18.
2. Descent from head of canal to I,	.72
3. Least depth of water in canal,	5.
Whole depth of earth from the surface of the ground to bottom of canal at H I,	= 23.72

20.75 = breadth of canal at bottom. 7.41 = thickness of wall at the base.

20.75 + 7.41 × 2 + 23.72 = 59.29 feet, breadth of the excavation at the surface of the ground.

$\frac{59.29 + 20.75 + 7.41 \times 2}{2} = 47.43$ feet, the mean breadth of the section.

47.43 × 23.72 = 1125 square feet, the area of the section.

2. Section at B D.

	Feet.
1. Depth of earth from surface of the ground to the rock,	= 17.5
2. Breadth of canal through the rock,	12.2

12.2 + 3 = 15.2, breadth between the inner sides of the walls at their bases, including a berm of $1\frac{1}{2}$ foot in front of each.

$\frac{17.5}{4} + \frac{17.5}{16} = 5.718 = 5.72$ feet, nearly, the thickness of the walls at their base.

15.2 + 5.72 × 2 + 17.5 = 44.14 feet, width of excavation at surface of the ground.

$15.2 + 2 \times 5.72 = 26.64$ feet, width of excavation at bottom, or surface of the rock.

$\frac{44.14 + 26.64}{2} = 35.39$, the mean breadth of the section.

$35.39 \times 17.5 = 619.32$ square feet, the area.

Distance between H I and B D = 114.8 feet, nearly.

$\frac{619.32 + 1125}{2} \times 114.8 = 100123.96$ cubic feet, or 3708.2 cubic yards, for the contents of the solid between H I and B D.

V. From B D to V W. Distance, 380.16 feet.

3. Section at V W.

	Feet.
Depth of earth from surface of ground to the rock, - - - - -	= 12.6

$17 = 12.2 + 4.8$ feet, distance between the inner bases of the two walls, including the two berms, which are 2.4 each at that height.

The walls terminate at V, where they are not more than 3 feet high; but they have a bank eight feet higher to sustain, which requires the breadth to be proportionate; 3 feet may be taken for the thickness at the base.

$17 + 3 + 3 = 23$ feet for the breadth of the excavation at the surface of the rock.

$23 + 12.6 = 35.6$ feet, breadth of excavation at surface of ground.

$\frac{23 + 35.6}{2} = 29.3$ feet for the mean width.

$29.3 \times 12.6 = 369.18$ square feet, the area of the transverse section at V W.

619.32 = area of the section at B D, as before.

$\frac{619.32 + 369.18}{2} \times 380.16 = 187894$ cubic feet, or 6959 cubic yards, for the contents of the solid contained between B D and V W.

VI. From V W to head of canal, the whole distance is 528 feet; but the mean distance, with 12.66 feet uniform depth of ground, is 479 feet, nearly, viz:

$$1023 - 380.16 + 114.84 + \frac{99}{2} = 478.5.$$

The average height of the rock in this distance is supposed to be 10 feet; the surface of the ground remaining nearly the same as on the line located, of which ——— is the profile; therefore,

$\frac{22.95' + 22.37}{2} - 10 = 12.66$ feet for the mean depth from surface of ground to the rock.

	Feet.
1. Breadth of canal through the rock, - - - - - -	= 12.2
2. Two berms, - - - - - - - -	3.
Breadth of excavation at bottom,	= 15.2

There are no walls between these two points; consequently,

$15.2 + \frac{12.66 \times 3}{2} = 34.19$ feet, breadth of surface of ground.

$\frac{15.2 + 34.19}{2} = 24.69$ feet for the mean breadth of the mean transverse section.

$24.69 \times 12.66 = 312.57$ square feet for the area.

$312.57 \times 478.5 = 149564.74$ cubic feet, or 5539.4 cubic yards, for the contents of the solid between V W and head of canal, profile A C.

2

Excavations of rock.

Plan Z No. 3.—Profile A C.

2

I. From the head of the canal at A to B, where the line of low water level intersects with the rock.

2

1. Below the line of low water level from A to B.

2

$1023 - 114.8 = 908.2$ feet distance.

	Feet.
1. Least depth of water in canal, - - - - - -	= 5.
2. Allowed for obstructions, &c. - - - - - -	1.
3. Half the descent, nearly, at B, - - - - - -	.35
Mean depth below the low water level,	= 6.35

12.2 = breadth of the canal from A to B.

2

$12.2 \times 6.35 = 77.47$ square feet, area of the transverse section.

$77.47 \times 908.2 = 70347.24$ cubic feet.

II. From N to I = 114.8 feet, nearly.

5 + 1 = 6. feet, depth of water at B N.
.72 = descent at N.

6.72 = whole depth of canal below the line of low water level at B N.

	Feet.
1. Breadth of canal at B N,	= 12.2
2. Breadth of canal at S I, where the rock terminates,	= 20.25

The solid, of which B N I is a section, consists of a triangular and rectangular pyramid.
12.2 × 6.72 = 81.984 square feet, area of the base of the rectangular pyramid.
$\frac{81.984 \times 114.8}{3}$ = 3137.25 cubic feet for its contents.
$\frac{114.8 \times 20.25}{2}$ = 1162 square feet for the area of the base of the triangular pyramid.
$\frac{1162 \times 6.72}{3}$ = 2603.66 cubic feet for its contents.

2603.66
3137.25

5740.91 cubic feet, the whole quantity of rock between B N and I.

III. Above the line of low water level.

Plan $\frac{A \text{ V B Z.}}{2}$—Profile $\frac{A \text{ C.}}{2}$

1. Considering the solid of which V Z B is the section as half of a rectangular prism,
A B = 908.8 feet.
$\frac{2}{}$
Chs. Chs. Chs.
Z B = 7.5 — 1.74 = 5.76 = 380.16 feet, or 380.2 feet, nearly.
V Z = 10 feet, the mean depth of the rock from its surface to the line of low water level.
$908.8 - \frac{380.2}{2}$ = 713.7 feet, length of the whole solid.
713.7 × 12.2 × 10 = 87051.4 cubic feet.

2. For the foundations of canal walls, viz: from I to V, (profile $\frac{A \text{ C.}}{2}$)

Distance = B V + B I = 520 feet—(assumed.)
Average breadth = 5.16 feet.
Average depth = 6. feet.
5.16 × 6 × 520 = 1609.92
2

3219.84 cubic feet for both foundations.

RECAPITULATION OF THE ROCK TO BE EXCAVATED.

		Cubic feet.
1. Below the level of low water, from the head of the canal, to B,		70347.24
2. From N to I,		5740.91
3. Above the level of low water—		
1. From $\frac{A}{2}$ to B,	87051.4	
2. From $\frac{I}{}$ to V, for foundations,	3219.84	
		90271.24
Or 6161.4 cubic yards.		166359.39

Masonry of the canal.

I. From the end of the canal, at the last water shop, to H I, distance = 2145 feet.

	Feet.
1. Mean depth of earth from surface of the ground to level of low water,	= 14.7
2. Half the descent from end of rock at I, to end of canal,	.48
3. Whole descent from head of canal to I,	.72
4. Least depth of water in canal, from I to the last water shop,	5.
Mean height of the walls above the foundations,	= 20.9

$\frac{20.9}{4}$ = 5.2 nearly, mean thickness of walls.
20.9 × 5.2 = 108.68 square feet, area of mean section of the walls above foundations.
$5.2 + \frac{5.2}{4} + 1.5 = 8$ feet, breadth of the foundations.
8 × 3 = 24 square feet, area of their mean sections; and
108.68 + 24 = 132.68 square feet, which is the area of the mean transverse section of the whole wall, including the foundation.
2145 × 132.68 = 284598.6 cubic feet for each side wall.
2

And 569197.2 cubic feet in both side walls of the canal.

End wall of the canal.

The height of the surface of the ground at the lower end of the canal is only 12.1 feet above the level of low water; but the rise of the river above the dam, and, consequently, the height of the water in the canal, will exceed that amount; the height of the end wall will, therefore, be taken at the mean height from I to the end of canal.

The dimensions and area of its transverse section will also be the same, viz: 132.68 square feet, including the foundation.

The length of this wall is equal to the breadth of the canal at bottom added to twice the thickness of the wall at its base, added to the base of its talus, nearly; omitting to compute the small solids formed by the talus at the angles, and also the projection of the foundation at the outside of the corners.

$20.25 + \overline{6.5 \times 2} + 2.6 = 35.85$ feet the whole length of the wall.

$35.85 \times 132.68 = 4756.578$ cubic feet for its contents.

569197.2
4756.57

573953.77 cubic feet of masonry, from H I to end of canal, including the end wall.

From this amount must be deducted for 4 forebays, which it includes, viz:

3 forebays, 8 feet wide at bottom; 1 forebay, 4 feet wide at bottom.

The base to the talus of the walls of these forebays is one-eighth the altitude.

The mean width at their entrances, or junction with the canal, is 10.6 feet for the forebays that are 8 feet wide at bottom, and 6.6 for the one that is 4 feet wide at bottom, which are the lengths of the solids to be deducted for the respective forebays. The area of the transverse section of the side walls, including the foundation, is 132.68 square feet.

$132.68 \times 10.6 \times 3 = 4219.224$
$132.68 \times 6.6 = 875.668$

5094.892 cubic feet.

573953.77
5094.892

568858.878 cubic feet, or 22984.197 perches.

II. From H I to B D, (Prof. A C.)

2

From the centre of the canal at B or N to its centre at S or I, measured on a horizontal plane, the distance is 114.84; the length of the wall connecting the corresponding points at the sides of the canal will be taken at 115 feet, as sufficiently near, without computing it.

1. Section at H I.

	Feet.
1. Depth of earth from the surface at I to low water level, - - - - -	= 18.
2. Descent from head of canal to I, - - - - - -	.72
3. Least depth of water in canal at I, - - - - - -	5.
Whole height of the wall at H I,	= 23.72

$\frac{23.72}{4} = 5.93$, mean thickness of wall.

$23.72 \times 5.93 = 140.65$ square feet for the area of its transverse section.

2. Section at B D.

	Feet.
Depth from surface of ground to the rock at B D, - - - - - -	= 17.5

$\frac{17.5}{4} = 4.375$ feet, mean thickness of wall.

$4.375 \times 17.5 = 76.56$ square feet, area of its section.

$\frac{140.66 + 76.56}{2} = 108.6$ square feet, the area of the mean transverse section between H I and B D.

115 feet, length of each wall. $115 \times 2 = 230$; and $230 \times 108.6 = 24978$ cubic feet, the contents of both walls, nearly, between H I and B D.

III. From B D to V W.

These walls will be 3 feet high at V W, and will extend horizontally to their junction with the walls at B D; the area of the transverse section at V W will be $3 \times 2.5 = 7.5$ square feet, nearly.

At B D the height will be 13 feet, nearly, and the area of the transverse section $13 \times 5 = 65$ square feet, nearly, having near 5 feet depth of superincumbent earth to sustain.

$\frac{7.5 + 65}{2} = 36.75$ square feet for the area of the mean transverse section of each side wall, between B D and V W.

From B D to V W the distance, at the side of the canal, is 381 feet, nearly; $2 \times 36.75 \times 381 = 28003.5$ cubic feet contained in the two walls between B D and V W; therefore,

$24978. + 28003.5 = 52981.5$ cubic feet, or 2140.6 perches, for the contents of the two walls, from H I to V W.

Flagging at bottom of canal.

In order to preserve the bottom of the canal from the effects of the current, it will be necessary to flag or cover it 6 inches deep, with rough stone, from I, at the termination of the rock, to the end of the canal, E; the distance 2145 feet.

Breadth of canal at bottom, exclusive of the projections of the foundations, viz: $20.25 - 3 = 17.25$.
$2145 \times 17.25 = 37001.25$ cubic feet, or 1414 perches.

In the preceding estimate of the canal at Zanesville, the side walls are continued on both sides from V to the last water shop. The reasons which require their construction from V to the limits of the armory, do not hold in an equal degree within the bounds of that establishment. From M to the end of the canal, the side opposite the line of the workshops may, without much inconvenience, be left without any wall. The velocity of the current, however, in this distance, must be reduced to 1 foot per second; and the quantity of earth to be removed will, therefore, be augmented.

The following estimate will show the extent of the proposed economy, and the alterations it will require in the dimensions of the canal from M to its end:

Excavations of earth.

I. From M to last water shop = 910 feet, with side wall next the river.

To put the expense of the masonry and excavations of earth nearly in equilibrium, the depth of the water must be increased to 7 feet, and its breadth at bottom becomes 35 feet, nearly. Then,

	Feet.
1. Mean depth of earth from the surface of ground to low water level from M to end of canal, -	= 13.
2. Descent of canal at I, - - - - - - - -	.72
3. Descent from I to M, nearly - - - - - - -	.55
4. Least depth of water in canal when free from obstructions, - - - -	7.
Mean depth from surface of ground to bottom of canal, omitting to compute the trifling descent from M to end of canal, which is required to give a velocity of 1 foot per second to the current, -	= 21.27

Masonry.

$\frac{21.27}{4} = 5.31$, nearly, mean thickness of the walls.

$\frac{5.31}{4} + 5.31 = 6.63$, nearly, thickness of walls at their base.

$6.63 + 1.5 = 8.13$, thickness of foundations.
3. feet depth of foundations.
$21.27 \times 5.31 = 112.94$ square feet, area of the transverse section of the wall above foundation.
$8.13 \times 3. = 24.39$ square feet, area of transverse section of foundations.

137.33 square feet, area of the transverse section of the wall, including foundation. The length of this wall is 910 feet, to which must be added the length of the end wall, equal nearly to the mean width of the canal, computing the area of its transverse section to be uniform, and equal to that of the side wall.

$\frac{21.27 \times 3}{2} + \frac{21.27}{8} + 35 = 69.56$, breadth of canal at surface of the ground.

$\frac{69.56 + 35}{2} = 52.28$ feet, the mean width of canal, and which is the mean length of end wall, nearly.

$910 + 52.28 = 962.28$, whole length of wall.
$962.28 \times 137.33 = 132149.9$ cubic feet, from which must be deducted for the forebays, viz:

6 forebays, mean width = 10.66 feet, nearly, each.
1 forebay, mean width = 6.6 nearly.

$6 \times 10.66 + 6.6 = 70.62$
$112.94 \times 70.62 = 7975.82$ cubic feet.

132149.9
7975.82

124174.08 cubic feet required for the side wall next the river.

No deduction is made for the foundations of the side wall opposite the entrance of the forebays, because the bottom of each forebay will be near 3 feet above the bottom of the canal, in the present case, and will require a wall of that height for its security. The foundation of the side wall is nearly equivalent to the quantity of masonry that will be necessary for that purpose.

Excavations of earth.

1. Area of that portion of the transverse section contained between the bottom of the canal.

$\frac{21.27 \times 3}{2} + 35 - .75 = 56.15.$

$\frac{56.15 + 34.25}{2} \times 21.27 = 961.4.$

$\frac{21.27}{4} + 8.13 \times 21.27 = 258.86.$

$961.4 + 258.86 = 1220.26$ square feet, the area of the mean transverse section of the solid to be excavated from M to end of canal, and $1220.26 \times 910 = 1210426.6$ cubic feet, its contents.

The excavation for the end wall will be $258.86 \times 52.28 + 2 \times 8.13 = 17819.922$ cubic feet, nearly. Omitting to compute the small solids at the angles.

1210426.8
17819.92

1227245.82 cubic feet, which is the whole quantity of earth to be excavated from M to end of canal, when only one side wall is employed.

The quantity to be excavated in the same distance, with two side walls, as before calculated, is

1069.52 × 910 = 973263.2 cubic feet; and
15298.8 for the end wall.

988562. cubic feet from M to end of canal.

The quantity of masonry, as before calculated, for the two side walls, is,
132.68 × 910 × 2 = 241477.6 cubic feet for side wall; and
4756.56 for the end wall.

246234.16
Deduct for forebays, 9314.136

Leaving, - 236920.024 cubic feet.

236920 cubic feet, with two side walls from M to end of canal.
124174 cubic feet, with only one side wall.

112756 cubic feet difference, or 4555.8 perches.

1227245.85 cubic feet of earth to be excavated, with one side wall.
988562. with both walls.

238683.85 cubic feet difference, or 8877.1 cubic yards.

By which it appears that 4555.8 perches of masonry will be saved by constructing only one side wall from M to end of the canal; and that an additional excavation of 8877 cubic yards of earth will be necessary. Also, a saving of

$\frac{910 \times 19.75}{2 \times 24.75} = 363.1$ perches of rough stone for flagging.

SITE AT THE FALLS OF BEAVER, NEAR THE OHIO.

16.6 feet, whole head and fall employed on the wheels: equal to 14.5 feet virtual head, acting, by its gravity, on two overshot and one breast-wheel.
66 cubic feet of water required per second.
Mean velocity of the current through the rock, from A to S, and from T to V, is 2 feet per second.
Mean velocity where the canal passes through earth is 9 inches per second.

		Feet.
Descent from A to X, - - - - -	= 7.27 inches	= .606 nearly.
Descent from X to N, - - - - -	= .71	= .06 nearly.
Descent from T to V, - - - - -	= inconsiderable.	
Whole descent through rock -	= 7.98	= .666

These velocities and descents are calculated on the hypothesis that the column of water in motion is 1 foot less in depth and in width than the canal. Consequently, neither the descent nor velocities will be equal to what are stated above whenever the canal is free from obstruction, or is less obstructed than is here supposed. The small velocity allowed to the current, where the canal passes through earth, requires a descent less than the probable errors of the instrument employed to take the levels, and is too inconsiderable, at any rate, to affect the estimates to an extent worth notice. It may be omitted with safety in calculating the excavations of earth; and, from V to W, and on G P T, it is omitted altogether, including the descent through the rock: for the descent of the canal no longer adds to the depth of the excavation from V to the first water shop, in consequence of the disposition of the ground, which leaves it optional to increase or diminish the cutting at pleasure.

Excavations of canal.

1. Rock.

Plan B No. 3—Profile A. E.

I. From A, at head of canal, to X, where the level of low water at the dam intersects the surface of the rock. Distance = 2457 feet.

	Feet.
1. Average depth of rock above the level of the dam, - - - - -	15.42
2. Least depth of water in canal below the level of the dam, - - - -	3.
3. Half the descent from A to X, - - - - - - -	.3
4. Add for obstructions, &c. - - - - - - -	1.
Mean depth of rock to be excavated, - - - - - -	= 19.72

Width of canal = 12 feet.
19.72 × 12 × 2457 = 581424.48 cubic feet, or 21534.2 cubic yards, averaging 19.72 feet deep.

II. From X to N, where the surface of the rock intersects with the bottom of the canal = 240 feet.

	Feet.
1. Least depth of water in canal at X, below the level of the dam, - - - -	3.
2. Descent at X, - - - - - - - - - -	.6
3. Add for obstructions, &c. - - - - - - - - -	1.
Depth of rock to be excavated at X, - - - - - - -	= 4.6

At S it is nothing.

The width of the bottom of the canal at S is nearly the same as its width through the rock. If, then, the inclination of the surface of the rock is supposed to be uniform from X to S, where it sinks below the bottom of the canal, the solid to be excavated will be the half of a prism, viz:

$\frac{4.6 \times 12 \times 240}{2} = 6624$ cubic feet, or 245.3 cubic yards.

III. From T to V = 165 feet.

	Feet.
1. Average depth of the rock above the level of the dam,	= 3.48
2. Least depth of water below the level of the dam,	3.
3. Add for obstructions,	1.
4. Whole descent, including half the descent from T to V,	.8 nearly.
Mean depth of rock to be excavated,	= 8.28

Width of canal 12 feet. $8.28 \times 12 \times 165 = 16394.4$ cubic feet, or 607.2 cubic yards; averaging 8.28 feet deep.

The rock is averaged and taken at a uniform depth from T to V; consequently, the width of the canal is also estimated to be uniform. The rock declines rapidly, however, and, it is believed, sinks below the bottom of the canal in a much less distance than is here assigned. The canal will widen as the surface of the rock is depressed, and the difference between the solid, now supposed to consist of rock, and the actual quantity of it which may be excavated, will more than compensate for the increased width, and removal of the additional quantity of superincumbent earth at T and V.

RECAPITULATION OF THE ROCK TO BE EXCAVATED.

1. From A to X = 21534.2 cubic yards, 19.72 feet deep.
2. From X to N = 245.3 cubic yards, 2.3 feet deep; 6 feet of earth.
3. From T to V = 607.2 cubic yards, 8.28 feet deep.

607.2
245.3

852.5 cubic yards, averaging 8.3 feet deep, at —— per yard.
21534.2 cubic yards, 19.72 feet deep, at —— per yard.

Excavations of earth.

I. From Y, where the rock first disappears from the surface, to X, where it sinks below the level of the dam, the distance is 495 feet; the mean depth of earth is less than $2\frac{1}{2}$ feet. The whole solid is, therefore, too inconsiderable to require an exact calculation of the pyramids, &c. which compose it; computing from its mean depth, gives

$12 + 3 + \frac{2.5 \times 3}{2} \times 495 \times 2.5 = 20882.8$ cubic feet, or 762.3 cubic yards; averaging $2\frac{1}{2}$ feet deep.

II. From X to T = 2475 feet.

	Feet.
1. Average depth of earth above the level of the dam,	= 5.75
2. Least depth of water in canal below the level of the dam,	5.
3. Descent of canal at X,	.6 nearly.
4. Half of the descent from X to T,	.1 nearly.
5. Add for obstructions,	1.
Average depth, including the rock from X to N,	= 12.45

The mean velocity of the current is 9 inches per second; therefore, $\frac{66}{\cdot 75} = 88$ square feet, the area of the transverse section of the column of water.

$\frac{88}{5} = 17.6$ feet, the mean width of the column.

$17.6 - \frac{3 \times 5}{2} = 10.1$ feet, least width of the column of water at bottom.

$10.1 + 1 = 11.1$ feet, width of canal at bottom.

$12.45 \times 3 + 11.1 = 48.45$ feet, width of canal at the surface of the ground.

$\frac{48.45 + 11.1}{2} = 29.775$ feet, mean width of the mean tranverse section of the canal.

$29.78 \times 12.45 \times 2475 = 917905.72$ cubic feet, or 33996.5 cubic yards, including the rock between X and the bottom of the canal at N, which has been calculated separately, and must, therefore, be deducted from the above amount.

33996.5
245.3 cubic yards of rock.

33751.2 cubic yards of earth, averaging 12.45 feet deep.

III. From V to the first water shop at W = 2390 feet.

	Feet.
1. Average depth of earth above the level of the water in the canal,	= 2
2. Least depth of water in the canal,	4
3. Add for obstructions,	1
Mean depth of earth to be excavated,	= 7

$\frac{88}{4} = 22$ feet, mean width of the column of water.

$22 - \frac{4 \times 3}{2} = 16$ feet, width of the column of water at bottom.

$16 + 1 = 17$ feet, width of canal at bottom.

$17 + \frac{7 \times 3}{2} = 27.5$ feet, mean width of canal.

$27.5 \times 7 \times 2390 = 460075$ cubic feet, or 17039.8 cubic yards, averaging 7 feet deep.

From V to W the descent does not affect the excavations, and were, therefore, omitted in estimating the dimensions. From V to the first water shop, the ground admits of placing the canal nearly at will, so far as regards the cutting.

IV. From W, to the last water-shop at E, is 580 feet. (Plan B No. 3, profile A E.)

The canal to be walled on the side next the water shops.

1. Average depth of earth above the level of the dam,	- - - - -	7.05 feet.
2. Least depth of water in the canal,	- - - - - -	4.
3. Whole descent at W, including half the descent from W to E,	- - -	.9 nearly.
4. Add for obstructions,	- - - - - - -	1.
Making the average depth of canal	-	= 12.95 feet,

or, 13 feet, nearly, from W to E, below the surface.

$\frac{13}{4} = 3.25$ feet, mean thickness of the side wall.

$3.25 + \frac{13}{16} = 4.062$ feet, thickness of the wall at its base, or 4.1, nearly.

$4.1 + 1.2 = 5.3$ feet, breadth of the foundation of the wall; its depth is taken at 3 feet; (soil, a light loam.)

The velocity of the current is 9 inches per second, and the area of the transverse section of the column of water is therefore $\frac{66}{.75} = 88$ square feet, as before. Then,

$\frac{88}{4} = 22$ feet, the mean width of the column.

$22 - \frac{4}{16} - \frac{3 \times 4}{4} = 18.75$ feet, least width of the column of water at bottom of canal.

$18.75 + 1 = 19.75$ feet, width of canal at bottom.

$19.75 - .6 = 19.15$ feet, width of the bottom, exclusive of that part of the foundation which projects beyond the base of the side wall into the canal.

$19.15 + \frac{3 + 13}{2} = 38.65$ feet, width of canal at surface of the ground, exclusive of the talus of the wall, and projection of the foundation.

$\frac{38.65 + 19.15}{2} \times 13 = 375.7$ square feet, area of that part of the transverse section contained between a perpendicular raised from the inner edge of the foundation to the surface of the ground, and the opposite side of the canal.

$13 + 3 = 16$ feet, the depth from the surface of the ground to the bottom of the foundation of the wall.

$\frac{16}{4} + 5.3 = 9.3$ feet, the mean width of the solid to be excavated, which includes the space occupied by the side wall and its foundation.

$9.3 \times 16 = 148.8$ square feet, area of its transverse section.

$375.7 + 148.8 = 524.5$ square feet, the area of the whole transverse section of earth to be excavated.

If the mean width of the solid, which includes the space to be occupied by the side wall and its foundation, be added to the distance from W to the last water shop at E, it will include the solid to be excavated at the end of the canal on account of the end wall, (nearly;) therefore, $580 + 9.3 = 589.3$ feet, is the whole distance to be excavated; and, $589.3 \times 524.5 = 309087.85$ cubic feet, or 19447.69 cubic yards, averaging 14 feet deep.

Masonry of the canal.

From W to E, at the end of the canal, is 580 feet, and is the length of the side wall. The length of the end wall at E is equal to the width of the canal at the surface of the ground, added to the breadth of the base of the side wall, nearly.

19.75 feet, width of the canal at bottom.

13 feet, average depth of the canal.

$\frac{13}{8} + \frac{3 \times 13}{2} + 19.75 = 40.87$ feet, width of canal at surface of the ground; and

$40.87 + 4.1 = 44.97$ feet, length of the end wall.

$580 + 44.97 = 624.97$ feet, length of the two walls; from which must be deducted for four forebays, two with 13 feet, and two with 8 feet, mean width, each, viz: $\overline{13 \times 2} + \overline{8 \times 2} = 42$ feet.

$624.97 - 42 = 582.97$ feet, whole length of wall to be computed.

3.25 feet, mean thickness of the wall above its foundation.

13 feet, mean height of wall above the foundation; and

$13 \times 3.25 = 42.25$ square feet, the area of its transverse section.

5.3 feet, width of the foundation.

3 feet, depth of the foundation.

$5.3 \times 3 = 15.9$ square feet for the area of its transverse section.

$42.25 + 15.9 = 58.15$ square feet, the area of the transverse section of the whole wall, including the foundation; and

$582.97 \times 58.15 = 33899.7$ cubic feet, or 1369.6 perches, its solid contents.

THE WIER.

It is proposed to place a wier at M (plan B and profile A E,) 2,000 feet from the dam, where the canal may approach within 80 feet of the river bank, and where the intermediate body of rock is covered with earth from 2 to 4 feet deep. The surface of the ground is here 6 feet, and the surface of the rock about 4 feet above the level of the proposed dam.

The mean width of the wier is 80 feet: its bottom to be on a level with low water at the head of the canal, and, consequently, several feet higher than the greatest elevation of the Beaver, at the point where the waste or surplus water of the canal will be discharged. The solid to be excavated may be considered as equal to a prism of the above dimensions, (which it is, nearly:) the inclination of the surface of the ground towards the river differing but little from the slope of the bottom of the wier; therefore,

$80 \times 80 \times 6 = 38400$ cubic feet, or 1422.2 cubic yards, is the solid to be excavated, of which two-thirds are rock; which, consequently,

$\frac{1422.2 \times 2}{3} = 948$ cubic yards of rock, averaging 4 feet deep, with 2 feet earth on the surface; and

$\frac{1422.2}{3} = 474$ cubic yards of earth, averaging 2 feet deep.

The foregoing estimate for the canal at Beaver is made conformable to the levels taken on two routes, from the head of the falls to Walnut run, and which pass within a few feet of the same point between the mound (plan B No. 3,) and the river bank, viz: from A to T, (plan B No. 3, profile A E, No. 3,) the depths of the excavations conform strictly to the levels exhibited on the profile No. 2, plan B No. 2. From T to V, the levels exhibited on the profile A E, No. 3, were adopted; and from V to W, (plan B No. 3, profile A E, No. 3) the depths were taken less than those exhibited on profile No. 2, and greater than those on profile No. 1; the surface of the ground leaving it optional to take the canal along any line between the two. The first of these routes (profile B No. 1) was a trial route; the other (profile B No. 2) was located previous to the investigation for determining the quantity of water in the Beaver during its lowest stage; and had for its principal object to obtain a uniform cutting or depth of ground five feet above the level of the dam: under an idea that our inquiries concerning the least quantity of water which the stream afforded might result in showing the utility, if not necessity, of employing the whole fall, including the difference between the high and low water level at Walnut run to be employed on reaction wheels, using the tail water of the breast and overshot wheels when the river should be low; and shutting off the tail water and applying the surplus water of the canal, during a freshet, or simultaneous high rise of the Beaver and Ohio.

It has been subsequently ascertained that there is no necessity for resorting to this power at all, and no advantage to be derived from the extensive use of it for the purposes of the armory now contemplated.

There is no longer any reason to prefer taking the canal through the ground much higher than the dam.

From G, plan B No. 2, profile No. 2, to the mound at C, where all these routes are made to pass, and to intersect or approach near each other, the surface of the ground is an inclined plane, descending towards the river bank, and admits of taking the canal from G to T with the same depth of cutting, it is believed, as from V to W. The route No. 1 passes obliquely over this plane; and the profiles Nos. 1 and 2 exhibit the character of its surface with sufficient exactness to show that the excavations may be diminished so as not to exceed an average of two feet of earth above the level of the water in the canal.

The descent, therefore, will not affect the depth of the excavations, and will not be considered in the estimate.

The distance from G to T is 90 poles, or 1485 feet, on the route which has been estimated. The proposed route G P T, between those two points, will probably increase the distance to 95 poles, or 1568 feet nearly. From G, at the commencement of both routes, the first 10 poles on either side will not afford any material difference in the depth of ground: the distances, therefore, to be compared are 80 poles, or 1320 feet, on the old route, and 85 poles, or 1403 feet nearly, on G P T.

The average depth of ground above the level of water in the canal will be taken at 2 feet: the dimensions and area of the canal will therefore be the same as from V to W, viz:

$27.5 \times 7 = 192.5$ square feet for the area of the mean transverse section.

$192.5 \times 1403 = 270077.5$ cubic feet, or 10002.8 cubic yards, to be excavated on the proposed route G P T, averaging 7 feet deep.

The area of the mean transverse section of the canal, on the old route between G and T, as before calculated, is 370.871 square feet: the average depth of the bottom of the canal is 12.45 feet. Therefore,

$370.871 \times 1320 = 489549.72$ cubic feet, or 18131.47 cubic yards; averaging 12.45 feet deep on the route located from G to T, and included in the preceding estimates.

	Cubic yards.
1. The whole quantity to be excavated from X to T is - - - - -	= 33751.2
2. Deduct from G to T, as above, - - - - - - -	18131.4
Leaves	15619.8

averaging 12.45 feet deep; and 10002.8 yards on the route G P T, averaging 7 feet deep; or a difference in favor of the proposed alteration of 8128.6 cubic yards, averaging 12.45 feet deep, and more than 5 feet difference in the depth of excavating 10002 yards.

It is also probable that the canal may be taken out several perches lower down the stream, without any disadvantage. The reason for placing it in its present position was in order to be certain of having sufficient room to build the dam at a proper distance above the falls.

RECAPITULATION.

1. *Excavations of earth.*

1. From Y to X,	762.3	cubic yards, averaging	2.5 feet deep.
2. From X to T,	15619.8	cubic yards, averaging	12.4 feet (old route.)
	10002.2	cubic yards, averaging	7. feet deep on G P T.
3. From V to W,	17039.8	cubic yards, averaging	7. feet deep.
4. From W to E,	19447.69	cubic yards, averaging	14. feet deep.
5. Wier at M,	474.	cubic yards, averaging	2. feet deep.
Total,	63345.79	cubic yards.	

2. *Rock.*

1. From A to X, 21534. cubic yards, averaging 19.72 feet deep.
2. From X to N, 245.3 cubic yards, averaging 4.6 feet deep, under 7 feet of earth.
3. From T to V, 607.2 cubic yards, averaging 8.28 feet deep.
4. Wier at M, 948. cubic yards, averaging 4. feet deep.

Total, 23334.5 cubic yards.

3. *Masonry.*

1369 perches.

SITE AT THE OHIOPILE FALLS OF YOUGHIOGENY RIVER.

The fall at this site is greater than what is necessary; and a canal that would suffice to convey the requisite quantity of water during the driest season for a head of 50 or 60 feet, on two successive sets of wheels, might be too small to preserve the greater part from being frozen during the winter. Its dimensions must, therefore, be regulated almost exclusively with a view to obviate obstructions or inconvenience which may arise from this cause. It is believed that running water seldom or never freezes deeper than a foot in this climate. Whenever it acquires greater thickness, it is most probably in consequence of accumulation on the surface, and not from its formation at the under side. If, then, the canal is made 5 feet deep below the level of the dam, and 4 feet wide at bottom, the space occupied by ice, 1 foot thick at the surface and 6 inches at the sides, would still leave an area of 36 square feet to the transverse section, which would admit the passage of a sufficient column of water with a mean velocity of only 9 inches per second, to supply a head of 39 feet acting by its gravity.

Excavations.

1. Earth.

Plan O.—Profile A D.

I. From A, at the head of canal, to where the rock is supposed to begin at R = 1229 feet.

	Feet.
1. Average depth of earth from surface of ground to low water level,	= 8
2. Depth of water in canal,	5
Mean depth of excavation,	= 13

$\frac{13 \times 3 + \overline{2 \times 4}}{2} = 23.5$ feet, mean width of canal.

$23.5 \times 13 \times 1229 = 375459.5$ cubic feet, or 13905.9 cubic yards; averaging 13 feet deep.

II. From R, to end of canal at B, where the basin or penstock will be placed = 878 feet, nearly.

It is assumed that the rock is only 4 feet below the surface of the ground along the whole of this line, which is a more unfavorable supposition than the appearance of the ground, and the trees growing on it, would warrant.

	Feet.
1. Width of canal through the rock,	= 12
2. Two berms at the base of the earth slopes, 1.5 foot each,	3
Width of earth to be excavated at the surface of the rock,	= 15

$4 \times 3 + 15 = 27$ feet, width of canal at surface of the ground.

$\frac{27 + 15}{2} = 21$ feet, mean width of excavation.

$21 \times 4 \times 878 = 73752$ cubic feet, or 2716.7 cubic yards; averaging 4 feet deep.

2. Rock.

III. From R to B = 878 feet.

	Feet.
1. Average depth of rock above the level of the dam,	= 11.47
2. Least depth of water in canal,	3.
3. Add for ice, &c.	1.
Mean depth of rock to be excavated,	= 15.47

Width of canal, 12 feet.

$12 \times 15.47 \times 878 = 163869.9$ cubic feet, or 6069.2 cubic yards; averaging 15.47 feet under 4 feet of superincumbent earth.

Recapitulation.

1. *Excavations of earth.*

1. From A to R, 13905 cubic yards, averaging 13 feet deep.
2. From R to B, 2716 cubic yards, averaging 4 feet deep.

2. *Excavations of rock.*

6069.2 cubic yards of rock, (sandstone,) averaging 15.47 feet deep.

SITE BELOW PUTNAM, ON THE MUSKINGUM RIVER.

17.1 feet fall, from surface of a 7 foot dam to end of canal.
13 feet head on the wheels.
150 cubic feet of water required.
12 inches per second velocity of the water in canal when it passes through earth.

Excavations of earth.

Plan P.—Profiles A F and F I.

I. From A to B = 996.6 feet.

	Feet.
1. Height of surface of the ground above the level of the dam, on the line A B,	= 8.533
2. Least depth of water in the canal,	7.75

Making the breadth of the bottom of the canal equal to the whole depth of water contained in it at the lowest stage, will give very nearly a section of the least expensive excavation. The expression of the area of that part of the canal below the level of the low water at the dam becomes

$\frac{3a + 2a}{2} \times a = 150$, where a = the depth.

$5a^2 = 300$, and $a = \sqrt{\frac{300}{5}} = 7.7459 = 7.75$ nearly, for the depth of the canal below the level of the dam, and its breadth at bottom.

Thus, $8.53 + 7.75 = 16.28$ for the whole depth of the excavation.
$16.28 \times 3 + 7.75 = 56.59$ feet for the breadth of the excavation at the surface of the ground. And
$\frac{56.59 + 7.75}{2} = 32.32$ feet for the mean breadth of the section of the canal. Consequently,
$32.32 \times 16.28 \times 996.6 = 524371$ cubic feet, or 19421 cubic yards; averaging 16 feet deep.

II. From C to D = 957 feet.

	Feet.
Average height of surface of ground above the level of the dam,	= 2.617

There the small elevation of the ground above the low water level in the canal will not influence its dimensions. The least depth of water will be taken at 4 feet, which determines the breadths and whole depth of excavation, viz:

$\frac{150}{4} = 37.5$ feet, the mean breadth of the section occupied by the water.

$37.5 - \frac{3 \times 4}{2} = 31.5$ feet for the breadth of canal at bottom.

$31.5 + \overline{3 \times 4 + 2.617} = 51.351$ feet for the breadth of the canal at the surface of the ground. And
$\frac{51.351 + 31.5}{2} = 41.42$ feet for the mean breadth of the excavation.
$2.617 + 4 = 6.61$ feet for the depth; consequently,
$6.61 \times 41.42 \times 957 = 262007$ cubic feet, or 9815 cubic yards, with 6.61 feet average depth.

Excavations of rock.

IV. From E to X = 620.4 feet.

	Feet.
Average height of the rock above the level of the dam,	= 7.9

The velocity of the current in this distance may be increased at pleasure. The dimensions of the excavation will, therefore, be taken at the adopted minimum for such cases, as it regards the expense, viz:
12 feet breadth of the canal; 4 feet least depth of water.
Then, $7.9 + 4 = 11.9$ feet, whole depth of excavation, and
$11.9 \times 12 \times 620.4 = 88593.12$ cubic feet, or 3281 cubic yards, at an average depth below the surface of the ground of $7.9 + 16.253 = 24.15$ feet.

The velocity through the rock, in this case, becomes $\frac{150}{48} = 3.125$ per feet second.

Excavations of earth.

V. From E to X = 620.4 feet.

	Feet.
1. Average depth of earth from the surface of the ground to the rock,	= 16.253
2. Average breadth of canal through the rock,	12.
3. Add for the breadth of the two berms,	3.
Average breadth of the excavation at the top of the rock,	= 15.

$16.25 \times 3 + 15 = 63.75$ feet for the breadth of the excavation at the surface of the ground.
And $\frac{63.75 + 15}{2} = 39.375$ feet for the mean breadth of the mean section.
$39.375 \times 16.25 = 639.84$ feet for its area.
$639.84 \times 620.4 = 396956$ cubic feet, or 14702 cubic yards; having an average depth of 16.25 feet.

VI. From X to H = 4191 feet.

	Feet.
Average depth of earth above the level of the dam,	20.4

Here the breadth of the canal at bottom may be taken at its minimum, viz: one-half the depth of the column of water below the level of the dam; and the expression of the area of the section below that level becomes $\frac{4a^2}{2} = 150$, and $a = \sqrt{\frac{300}{4}} = \sqrt{75} = 8.66$ feet, nearly, when a is taken equal to the depth.

And $8.66 + 20.4 = 29.06$ feet for the whole depth of the excavation.

$\overline{29.06 \times 3} + \frac{8.66}{2} = 91.51$ feet for the breadth of excavation at the surface of the ground: therefore,

$\frac{91.51 + 4.33}{2} = 47.92$ feet for the mean breadth of the mean section of the canal from X to H.

Therefore, $47.92 \times 29 \times 4085 = 5676842.8$ cubic feet, or 210253.4 cubic yards.

1. The dimensions and area of that portion of the transverse section of the ground to be excavated, which is contained between a perpendicular raised from the inner edge of the foundation of the wall and the opposite side of the canal, are as follows:

	Feet.
1. Depth of earth above the level of the dam, - - - - - -	= 18.15
2. Depth below the level of the dam to the bottom of the canal, - - - -	10.68
Whole depth of ground to be excavated,	= 28.83

$\frac{28.83 \times 3}{2} + 5.34 = 48.585$ feet, breadth at surface of the ground.

$\frac{48.585 + 5.34}{2} = 26.962$ feet, the mean breadth.

$26.962 \times 28.83 = 777.31$ square feet for the area.

2. Dimensions and area of that portion of the transverse section of the earth to be excavated which is contained between the perpendicular and the bank next the river, viz:

	Feet.
1. Depth of earth from the surface of the ground to the bottom of the canal, - -	= 28.83
2. Depth of foundation of the wall, - - - - - - - -	3.5
Total depth,	= 32.33
3. Breadth of foundation, - - - - - - - - -	= 8.775

VII. From H to I, at end of canal = 586 feet.

	Feet.
Average depth of earth above the level of the dam, - - - - - -	= 18.15

The canal from H to I will be walled, as in other cases, on the side next the river. The base of the earth slope, opposite the wall, continues the same as before, viz: once and a half its altitude; the base of the talus to the wall is one-eighth its altitude; the breadth of the canal at bottom is half the depth of the column of water at a low stage of the river. The velocity of the water is 1 foot per second: the quantity to be conveyed 150 cubic feet per second.

Hence, $\frac{5a}{2} + \frac{a}{8} \times a = 150 \times 2 = 300$; where a is taken equal to the depth; and $a^2 = \frac{300 \times 16}{42} = 114.3$ feet, nearly; and $a = \sqrt{114.3} = 10.68$, nearly.

	Feet.
1. The highest rise of the river, above the dam, is - - - - - -	= 11.
2. The depth of water in canal, as found above, is - - - - - -	10.68
The greatest depth of water in the canal, which is also the height of the side wall,	= 21.68

$\frac{21.68}{4} = 5.42$ feet, the mean thickness of the wall.

1.355 feet, half the talus.

6.775 feet, thickness of the wall at its base.
2. feet, extension of the foundation beyond the base.

8.775 feet, thickness of the foundation; and
3.5 feet, depth of the foundation.

VIII. From H to I = 586 feet.

A base to the slope of the earth bank, which will barely retain it in its position during the erection of the wall, is all that is necessary; half the altitude is sufficient for that purpose: therefore,

$\frac{32.33}{2} + 8.775 = 24.94$ feet breadth at top.

$\frac{24.94 + 8.775}{2} = 16.857$ feet for the mean breadth.

$16.857 \times 32.33 = 544.98$ square feet for the area.
$723.39 + 544.98 = 1268.37$ square feet for the area of the whole transverse section; and
$1268.37 \times 586 = 743264.82$ cubic feet, or 27528.32 cubic yards.
Omitting to estimate the prism and pyramids at the end, as of comparative small value, and unnecessary for the occasion.

RECAPITULATION OF EXCAVATIONS.

	Cubic yards.
1. Averaging 6.61 feet deep, at 10 cents per cubic yard.	
From C to D, 9815 cubic yards, at 10 cents, - - - - =	9815.
2. Averaging 16.25 feet.	
From A to B, - - - - - - -	19421.
From E to X, - - - - - - -	14702.
3. Averaging 30 feet deep.	
From X to H, - - - - - - -	210253.4
From H to I, - - - - - - -	27528.3
Total,	= 281719.7

Side or river wall from D to E 35 feet high, mean thickness 10 feet, length 1254 feet, contents 12666.66 perches.

Masonry of the canal.

Side wall from H to I = 586 feet.

The end wall may be taken equal in length to the mean breadth of the transverse section of the canal below the level of high water, added to the breadth of the side wall at its foundation, viz:

$\frac{21.68 \times 3}{2} + 6.775 = 39.295.$

586 + 39.295 = 615.29 feet for the whole length of the wall; the mean thickness of which is 5.42 feet, and height 21.68 feet.

615.29 × 5.42 × 21.68 = 72299.98 cubic feet.

The foundations are 8.775 feet broad, and 3.5 feet deep.

8.775 × 3.5 × 615.29 = 18897.09 cubic feet.

72299.98
18897.09

Total, 91197.07 cubic feet, or 3680 cubic perches.

NOTICES OF SEVERAL SITES EXAMINED.

Stonefort, at the forks of Duck river, Tennessee.

Our return route from Alabama passed near to this place, and was the occasion of its being visited. It is more remarkable on account of its singular military antiquities, than the advantages of its position for an armory. It is, perhaps, the only instance among the remains of ancient fortifications, in this country, that discovers any evidence of the agency of water having been artificially employed and combined with other means of permanent defence.

The local situation of the ground is favorable, and the water from both forks of the river might be employed at one point with perfect security to the works. The fall was estimated at sixty feet, or more, in the distance of a mile; and although the quantity of water furnished by the two streams, during a dry season, could not be ascertained, it is probable that they would afford sufficient power.

Its distance from navigation, and the limited resources of the country around it, render a more particular description of the site unnecessary.

The nearest point from whence boats descend the river is said to be at Shelbyville, twenty miles below; and even from Columbia the navigation is only occasional, and attended with too much uncertainty to be relied on for the purposes of an armory. Supplies would arrive by the way of Nashville, and be transported a distance of sixty-five miles by land.

The falls of Caney Fork of the Cumberland are about fifty-two miles by land, above the junction of the two rivers, and fifty-three from Carthage. They consist of two principal falls, about one hundred and fifty yards apart, and a rapid of considerable descent at the foot of the lower fall. The power which they afford, at the stage of water when it was examined, is among the greatest we have met with. The whole fall cannot be less than sixty or eighty feet; but there is no site for an extensive establishment, and the position does not afford sufficient space for the necessary buildings, without ascending to the summit of the hills.

From the upper to the lower fall, and below the foot of the last rapid, extending as far as could be observed, the right bank of the river consists of high limestone cliffs, occasionally overhanging their base. A high and steep hill side occupies the intervening distance between the lower fall and foot of the lower rapid, and barely affords sufficient room to place the water shops.

The left bank of the river is even more unfavorable. Keel-boats occasionally ascend the Caney Fork to Allen's ferry, supposed to be twelve or fifteen miles below the falls, and might, it is said, proceed to the foot of the rapid, during the greatest part of the year. However, the communication would probably be by land to Carthage, on the Cumberland river, one mile below the mouth of Caney Fork.

Falls of Fallingwater, a branch of the Caney Fork of Cumberland.

These falls are four miles above the mouth of Fallingwater, and thirty-seven miles by land from Carthage, on the Cumberland river. The whole descent is probably more than one hundred and fifty feet in less than half a mile. One cascade alone is sixty or eighty feet high.

The Fallingwater is of the smallest class of mill streams, on which it would be prudent, under any circumstances, to establish an armory. It is liable to be reduced so low as to render the extensive employment of its water power greatly inconvenient, and nearly impracticable. According to the best information we could obtain, it is probable that the quantity of water which it furnishes has, at times, been less than eight cubic feet per second. It would therefore require to be used on a number of wheels in succession, and those of the largest dimensions; four, at least, would be indispensable, and each from thirty to forty feet in diameter. The ground, however, does not admit of this arrangement, without an expense altogether disproportioned to the advantages of the site. Below the falls, the

stream is bounded on both sides by steep hills and high precipices, which continue about two miles, before ground sufficiently low can be obtained to apply the water as often as might be necessary; and it is doubtful if an open canal could be taken half of that distance, in consequence of high intervening ridges, which terminate abruptly at the water edge of the stream.

The west fork of Red river, near Clarksville, Tennessee; Fountainville powder works, on Lynn Camp; and falls of Rough creek, (branches of Green river, Otter creek, and Doe run, emptying into the Ohio below Louisville;) Fourteen Mile creek, in Indiana, and Elk Horn, a branch of the Kentucky river, were severally examined, and found to be deficient of water during dry seasons, and, in some instances, liable to be interrupted by freshets. Doe run is a diminutive, but remarkably fine mill stream. It has a great fall, fluctuates but little in its volume of water, has the advantage of being near the Ohio river, and its power might be sufficient, if the whole fall could be employed at one point. But there is no convenient site below the village of Little Fork, and not sufficient fall above or near to it; nor could the water be taken further down than that place without tunnelling, or resorting to aqueducts to convey it round the cliffs immediately bordering the stream. The falls of Sinking creek, nine or ten feet, were not examined; they are near its mouth, and subject to interruption from the back water of the Ohio.

Big Blue river, in Indiana,

Empties into the Ohio about forty miles below Louisville, a mile and a half above the town of Leavenworth, and has an excellent harbor at its mouth.

Two sites were examined on this stream, but neither of them was found to possess sufficient power. The upper site affords the greatest; it has 13.32 feet fall at low water; the highest rise of any freshet is stated to be sixteen feet. The lower site has only seven and a half feet fall.

The mills of Mr. Leavenworth afford a tolerable measure of the quantity of water which the river furnishes at its extreme low stage. They are twelve miles above the upper site. The proprietor states that, during two or three months in 1821, the supply of water at that point was not sufficient to enable one pair of four foot stones to perform their usual grinding. The head and fall employed at the wheels was not recollected, but the dam is nine and a half feet high. Now, taking the head only at eight feet, and applied on an undershot wheel, the quantity of water could not exceed eighteen cubic feet per second. Between these mills and the upper site, the river receives an accession nearly (or quite) equal to its whole volume, from the Big Fish spring. Hence, the whole volume supplied by the river at the upper site was probably less than thirty-six cubic feet per second. A dam fifteen feet high at this site would increase the fall to twenty-eight and one-third feet at low water; and, supposing all that portion of it which would not be liable to interruption by the highest rise of the river, viz: twelve and one-third feet, to be employed with overshot wheels, and the remaining part of the fall to be applied on reaction wheels, viz: sixteen feet during a low stage of water, and an equivalent power at all other times, (which is practicable,) then the whole virtual head employed on the wheels would be nineteen feet nearly, (omitting to make any allowance for the descents of the canal, races, &c., or to free the wheels,) and the whole quantity of water requisite for an armory would be fifty-four cubic feet per second, nearly; leaving a deficiency of eighteen cubic feet per second, equal to one-half the volume of the stream, with a virtual head of nineteen feet, to be remedied by increasing the height of the dam, which would not only be objectionable on account of the hazard and expense, but nearly impracticable, from the circumstances of the ground.

Licking river, in Kentucky,

Empties into the Ohio opposite Cincinnati; and possesses, in a high degree, many of the characteristic features and habits of the Western rivers. It is long, passes through a narrow valley, and is subject to great extremes in its stages of elevation and depression. During several months it is navigable as high as Falmouth, where it forks, forty or fifty miles from the Ohio; and in the spring of the year boats descend from a much greater distance. Near its mouth are several ripples at low water; the most considerable are Three Mile and Six Mile ripples, so called from their respective distances from the Ohio river. Our attention was drawn to these ripples by the favorable representations made to us of the water power they were said to afford. But, judging from their appearance, in connexion with the reputed character of the river, and the probability of frequent interruptions by the back water of the Ohio, we were impressed with the belief that an adequate power could not be obtained at either of those places. The obvious advantages, however, of a position in the immediate neighborhood of Cincinnati, and also the circumstance that many of the most respectable inhabitants of that part of the country entertained opinions decidedly different from those we had been able to form on a cursory examination, induced us to direct such levellings and surveys as might satisfy us of the propriety of going into a more minute investigation of those sites, or show the inutility of paying any further attention to them. The following abstract of the levellings, it is believed, will render any additional remarks concerning those sites altogether unnecessary. It is proper to state, however, that the bed of the Licking is limestone, and could hardly be more favorable to the security of any dam it might be deemed necessary or advisable to erect on it.

The river was meandered from its mouth, and levels taken for several miles above the ripples in question; and it appears that at Three Mile ripple the whole descent in two miles and three-quarters is five feet four inches: the foot of the ripple is three feet above low water mark of the Ohio. The descent at Six Mile ripple is nine feet five and a half inches, and occurs in the distance of sixty-seven chains: the foot of this ripple is eight feet four inches above the low water of the Ohio. From the head of Six Mile ripple to the head of Deadman's ripple is four miles; and the descent in that distance is nine feet seven and a half inches: the foot of this ripple, therefore, is seventeen feet nine and a half inches above the level of low water in the Ohio. So that the entire fall in eleven miles, including all these sites, from the head of Deadman's ripple to the Ohio river, and during a stage of low water in both rivers, is twenty-seven feet five inches.

The highest rise of the Ohio at the mouth of Licking, that has been correctly ascertained, is forty-seven feet.

The highest rise of the Licking at these points, independent of any rise in the Ohio, is not known. Twelve miles higher up it was measured, and found to be thirty feet.

Levels were taken at a fourth site, on the left bank of the river, twenty-four miles above its junction with the Ohio. The whole fall is fourteen feet five and a half inches in three miles thirteen chains, beginning at the mouth of Cruizer's creek, and terminating near Bowman's creek. The highest rise of the river at this place is not known. A water mark near the mouth of Cruizer's creek was found to be thirty feet above low water; and, from this circumstance, it is inferred that the greatest rise below the rapids cannot be much less than forty feet, and may exceed that height.

The greatest elevation of the Ohio river at the mouth of Licking is within one foot of the level of Cruizer's creek, and more than thirteen feet above low water at the foot of the rapids.

The ground between the two creeks, near their junction with the Licking, is high river bottom and nearly level;

the average elevation of its surface above low water at Cruizer's creek exceeds thirty-one feet. The course of the canal would pass 3,261 yards through this bottom to the nearest part of the valley of Bowman's creek, where the water might be applied with most safety to the works, and with equal, if not greater, economy than on Licking river.

We did not examine this site; the foregoing facts, exhibited in the returns of the surveyor, rendered our inspection of it unnecessary. Its position offers no compensating advantages for the excessive expense that would evidently attend the occupation of it for an armory.

To aid in forming an idea of the probable cost, an estimate has been made on the hypothesis that the dam is to be built fifteen feet high, and the works to be placed on the banks of Bowman's creek, at the point nearest to the head of the falls, where eight feet may be employed on reaction wheels. This is done, however, for the sake of greater accuracy in the calculations, as the surveys and levellings furnish sufficient data for an estimate at that point only; for, if a head of eight feet, with reaction wheels, would suffice at low water, it might be unnecessary to take the canal across the river bottom, and the works might be established to greater advantage (as regards the expense) immediately on the banks of Licking, and nearer to the dam. But we have no correct information concerning the quantity of water in the river during its lowest stage, and such as could be procured does not warrant the supposition that the minimum quantity would be 258 cubic feet per second, which is the quantity required for a head of eight feet on reaction wheels. The works, therefore, would not be placed either at the point we have assumed, nor on the Licking river, but near the mouth of Bowman's creek, where a fall of sixteen or twenty feet may be employed. The height of the dam, however, would not be affected by changing the location of the works, and could not be lessened without augmenting the excavations to a degree that would increase the aggregate expense.

Estimate of the expense of locating the armory on Bowman's creek, 3,261 yards from the dam on Licking river, near the mouth of Cruizer's creek.

Excavations of earth for forebays, races, and wall, in line of shops and foundations, 15578.88 cubic yards, from 4 to 8½ feet deep,	$1,620 44
For canal.	
487059 cubic yards, 28 feet deep, at 28 cents per cubic yard,	136,376 52
12405 cubic yards, 11 feet deep, at 15 cents,	1,860 87
For masonry.	
Walls for forebays, races, and wall next the creek, 11596.29 perches, at $2 per perch,	23,192 58
For arches, 189.59 perches, at $4 per perch,	758 36
Canal wall at the shops, 3709.23 perches, at $2 per perch,	7,418 46
Head-gate of canal, near the dam, — feet high, including its wall and fixtures,	965 00
Two bridges over the canal, at $100 each,	200 00
Four bridges over the forebays, at $25 each,	100 00
Dam 15 feet high, 530 feet long, stones of large dimensions, hammer dressed, and covered,	30,367 32
Sixty-one buildings, including quarters for officers and workmen, workshops, with fixtures for the machinery, &c.	137,556 10
Machinery, tools, patterns, &c.	14,522 00
Miscellaneous articles,	1,549 00
Whole cost of labor, materials, machinery, tools, &c.	356,486 65
Add for contingencies 10 per cent.	35,648 66
For 640 acres of land, and water right, at $10 per acre,	6,400 00
Aggregate,	$398,535 31

By taking the canal half a mile further towards the mouth of Bowman's creek, sixteen feet fall might be employed on the wheels, which would have the effect to diminish the excavations of the canal, notwithstanding the increase of its length. But the quantity of masonry would be augmented more than one-half, in consequence of increasing their height by the difference of the fall, (eight feet,) supposing the existence of no other cause for enlarging their dimensions.

Whatever difference might be produced, therefore, in the distribution of the expense, by placing the works nearer to the mouth of Bowman's creek, and employing a greater head of water on the wheels, the whole amount could not fall any thing short of the above estimate. Further, by examining the calculations, it will be seen that the dimensions of the canal are, in fact, taken at less than what would be admissible in practice. Its width at bottom is only equal to half the least depth of water which it holds, and no allowance is made for obstructions. It is also to be remarked, that the prices of labor and materials, in the preceding estimate, are according to the Cincinnati rates; that the Licking is not navigable half the year; and that the distance by land from the Ohio is twenty-five miles. The maps marked T, and numbered from 1 to 6,* exhibit these several sites, with profiles of the ground through which the canals would be taken. No. 1 is a general map, embracing and connecting the whole. No. 6 contains the profiles of the ground along the route of the canal, between Cruizer's and Bowman's creeks, with sections of the canal.

Great Kenawha, Virginia.

The falls are ninety-four miles above its confluence with the Ohio; thirty-five miles, by water, above the town of Charleston; and a mile and a half below the mouth of Gauley river, which empties into the Kenawha on its right, and from the northeast. The whole descent at the falls is near twenty-one feet at low water. The great body of the river is precipitated over the rocks about fifteen feet at a single pitch, and portions of it eighteen or twenty feet, in several places. The river is confined, at this point, between a high mountain on its left, and a range of cliffs on the opposite side. A small triangular-shaped piece of bottom land, containing about twenty-five or

* Maps omitted; their publication not being considered necessary.

thirty acres, at Montgomery's ferry, on the left bank of the river, furnishes the only spot adapted to the erection of buildings for several miles below the falls. It is intersected near the middle by a rivulet from the mountain immediately in the rear; and a portion of it is liable to inundation. Between the falls and the upper end of this tract a point of the mountain is interposed, presenting a high and continued mass of rock for several hundred feet fronting the river, and projecting many yards beyond its base, which has been worn away by the constant action of the current. It would be most advisable to tunnel through this part of the mountain; perhaps it would also be the cheapest plan. In no other way, however, could the requisite quantity of water be safely conveyed to the site below. On the right bank of the river, and for several miles above and below the falls, there is an almost total deficiency of ground for sites. A dam eight feet high on the Gauley, three-quarters of a mile above its mouth, would raise the water of that river near twenty-three feet above the level of the Kenawha, at the head of the falls: but in the whole distance between the two points, (two and a quarter miles,) there are not thirty acres of ground that could be occupied.

The nearest site sufficiently extensive for an armory is four or five miles below the falls, on the right bank of the river; and the only means of conveying the water to it, which the nature of the intermediate ground will admit, are of the most expensive and insecure kind.

The cliffs which border on the river for several hundred yards below the falls barely afford room enough at their base for the passage of a common wagon road, and leave no other alternative but that of cutting a tunnel through the rock the whole distance, or resorting to the unsafe expedient of a high river-wall to confine the water. Other difficulties are then to be encountered. The canal would pass a considerable distance through narrow ground, along the margin of the river, composed, for the most part, of a loose aggregation of soil and rocks that have been detached from the hills and cliffs above, and therefore might require to be puddled, (sometimes to be walled, on the side next the river,) besides several expensive culverts and embankments on the subsequent part of the route.

The vast power at these falls could hardly be more unfavorably circumstanced for the purposes of a national armory, and it is scarcely less objectionable on the score of its position than of its localities. The bottoms of the Kenawha, that are uncommonly fine and extensive near its mouth, diminish in ascending the river; and five miles from the falls they nearly cease, as before stated. For thirty miles below, the whole country, it is believed, does not at this time furnish subsistence for the population.

The inhabitants of Charleston, and those dependant on the numerous salt-works above that place, draw a large portion of their supplies from the lower country, and even from the Ohio river. Provisions are therefore high, and will probably remain so.

The navigation of the Kenawha has been greatly improved by the board of public works of Virginia, and may be considered as constant between Charleston and the Ohio river. It is attended, however, with some inconvenience on account of the descent, which is forty-five feet in about fifty-eight miles; and from the falls to Charleston it is still greater: the distance is thirty-six miles by the course of the river, and the descent sixty-one feet, which must always render the ascending navigation tedious and expensive.

The head waters of the Kenawha pass through several counties of fine land; but below the junction of Greenbriar and New rivers the country affords no resources whatever for an establishment at the falls. The late civil engineer of Virginia, in his report to the board of public works in 1820, states, that in thirty-five miles next above Bowyer's ferry "ten acres of good land in a body rarely occurs;" and from Man's creek, a quarter of a mile below Bowyer's ferry, to the mouth of Gauley river, a distance of eighteen miles, that "not a trace of human industry or art is any where to be seen, except a part of a small field which approaches the river, at the mouth of Mill creek. Indeed, for a large portion of that distance, a spot of earth of sufficient dimensions for the groundplan of a moderate sized dwelling-house is rarely to be seen." This rugged and extraordinary region, which prevails between the upper country and the falls, also obstructs the water communication between them. From the junction of Greenbriar and New rivers to the falls is sixty-eight miles, and the descent in that distance is seven hundred and twenty-three feet, which is equal to, and probably greater, than the whole descent of the Ohio and Mississippi from Pittsburg to the Balize.

It is hardly necessary to make any comments on these facts, with the solitary exception of fuel. All supplies of consequence (perhaps even to the gun stocks) must be procured from a great distance, and a large portion of them by way of the Ohio.

Falls of Coal river.

The lower falls of Coal river are fourteen feet three inches high, and are five miles by water above its junction with the Kenawha, in which distance the descent of the river is said to be fifteen feet. The ordinary rises of the Kenawha vary from fifteen to thirty feet; its extreme rise is stated at forty feet, and is therefore near eleven feet higher than the head of the falls. The ground is advantageously disposed for the erection of water shops, and all the necessary buildings of an armory; but nothing certain or satisfactory could be ascertained concerning the quantity of water which the river affords in dry seasons, or the probable period that the power would be interrupted by freshets. At the time it was examined, however, the whole volume of the stream was judged to be insufficient.

The upper falls are about five miles above the lower, and do not exceed eight or ten feet in their whole descent. The quantity of water is also less; two streams discharge into the river between the upper and lower falls, and add about one-third to its volume.

Coal river, at its junction with the Kenawha, is twelve miles below Charleston.

The Little Miami, Paint creek, the Hockhocking, Licking creek, and Little Beaver, are among the most valuable mill streams in the State of Ohio. But, on examination, we were satisfied that neither of them would afford sufficient power during a dry season.

The Little Sandy, in Kentucky, has a fall of eight or nine feet at low water. It is within a mile of the Ohio, and therefore subject to serious interruptions from the back water of that river, as well as from its own freshets.

The Big Sandy has no fall of any consequence below the Tug Fork.

Not long since there was a considerable fall on the Guyandotte, in Virginia. A broad ledge of rock, extending obliquely across the stream, from the foot of the hills on its left bank to the opposite shore, made a natural dam eighteen or nineteen feet high, which backed the water for several miles. The fall no longer exists. A grist-mill and a considerable part of the adjoining bottom land were carried away by a freshet. In a few hours the current cleared itself a passage round the rock, which terminated abruptly at some yards distance within the bank. The river now flows in its new channel, a few yards to the right, and eighteen feet below the level of its ancient bed.

Mad river affords an abundant supply of water at all seasons, and numerous sites where it may be employed without interruption. Its distance, however, from useful navigation, and the deficiency of its neighborhood in some articles of primary consequence to a manufactory of arms, are considered as forming decided objections to it. The nearest point of the Ohio river is at Cincinnati, fifty-five miles distant by land, from whence it would be necessary to bring iron and other supplies; and, as the country does not contain stone coal, fuel also would be comparatively dear.

The White Water labors under similar disadvantages, and affords no site, it is believed, below its forks at Brookville, in Indiana, that is not liable to interruption from freshets. This stream, however, was not examined.

There are several rapids on the Wabash, below Vincennes, and not far from White Water river. It is said that a fall of fifteen or twenty feet can be obtained at one of these rapids, near Mount Carmel, by means of a canal from four to six miles in length, and at a moderate expense. As no fact or circumstance, then or since, within our knowledge, would warrant the expectation of obtaining an uninterrupted power at that or at any other point on the Wabash, below Vincennes; as the character and habits of that river, so far as they are known, rendered the contrary almost certain, and, at the same time, created other objections to the occupation of any site upon its banks; and, also, as it was well ascertained that the country in its immediate vicinage was yet inferior in those resources of most consequence to an armory, we did not perceive a sufficient motive for giving it an examination.

Duncan's falls, on the Muskingum, are nine miles below Zanesville. The whole descent is 8.75 feet in 2,504 yards, 5.37 feet of which occur in the first 600 yards. The ground below the fall, on the right bank of the river, is well adapted to the use of the water power, and affords an extensive and advantageous site. The position for the dam is also favorable. The bed of the river and both shores are of rock. But at the point where the left wing of the dam would terminate, and thence for 258 yards below it, the hills crowd upon the stream, and would require the erection of a river-wall along their base, to confine the water, and convey it to where the ground admits of taking it within the bank. The length of the canal, supposing the works to be placed near Duncan's run, below the foot of the last rapid, or Deadman's ripple, would be near 2,000 yards; the average elevation of the ground along its route, is —— feet above the level of low water at the head of the falls, which would therefore be the depth of the excavation; to be diminished or increased, however, by the difference, if any, between the depth of water in the canal and the height of the dam.

It is quite possible, and even probable, that no advantage would be derived from placing the works further down than the foot of the first rapid: from thence to the foot of the last rapid the descent in the surface of the river, when at its greatest height, or during its rise, may be too inconsiderable to add any thing to the power, or to lessen the period of its interruption; in which case, the whole length of the canal might be reduced to 6 or 800 yards. But, according to the least favorable hypothesis, as regards the expense, the dam, river-wall, and canal, (admitting the upper part to be made navigable for river craft,) and including a lock, would probably cost less than the dam and canal and water rights at Zanesville. Four hundred and ninety-four acres of land, with the exclusive privilege of the water, may be purchased for ten thousand dollars, besides two thousand dollars for the probable damage to Mr. Taylor's salt-works, on the left bank of the river, above the dam.

The objections to this position arise from the liability of the power to be interrupted by high water. The whole fall is nearly a foot less than at Zanesville, and occurs in a great distance; and that part of it which would probably be made use of is three feet less. There are considerable obstacles to the current, when the river is high, between the head and foot of the falls at Zanesville, and none immediately below them. There is no similar or apparently equal impediment at Duncan's falls; and the river contracts in its width below the first rapid, without enlarging proportionately below the last. Hence, it might happen that the power would frequently cease at Duncan's falls, with a dam eight feet high, while the efficient head of water on the wheels would seldom, if ever, be reduced to its minimum at Zanesville, with a dam only seven feet. Again: the descent from Slagoe's run to the head of Duncan's falls is five feet, at low water. A dam eight feet high at the latter place would interfere with the lower water privileges at Zanesville, render the mills at Putnam entirely useless, and destroy the ford across the river at that place. These effects might be attended with other difficulties, besides adding to the cost of the site at Duncan's falls, by the purchase of the water rights and other property that might be affected at Zanesville and Putnam.

Cheat river.

The greatest fall which can be obtained on this river, within convenient distance of navigation, does not afford a sufficient power at all seasons.

The site of Jackson's mills and iron-works is eight or nine miles from the mouth of the river. The greater portion of these extensive works were stopped during several weeks of the last year, (1823,) for want of water. A grist-mill with two pairs of four foot stones, and a carding machine, alone continued in constant operation. The head of water employed on the wheels is eight feet.

Youghiogeny river, below the Ohiopile falls.

Several sites were examined between Connellsville and the mouth of this river, including that at the Maria forge, immediately above the town. There is no certainty that the requisite supply of water for an armory could be obtained at any of these points without damming the river to an inconvenient and dangerous height.

The site at the Maria forge has much the greatest power; the whole fall is sixteen feet at low water. But a part of this fall, it is believed, could not be advantageously employed, and the localities of the site are objectionable on many accounts. At Oliphant's works, six miles below Connellsville, the forge was stopped for two months in 1822; and the supply of water, during that time, was only sufficient to operate two pairs of mill-stones and a saw-mill. The dam was tight, and head of water on the wheels six and seven feet, respectively. These works, therefore, afford a tolerable measure of the quantity of water in the river at that time.

Falls of Tygert Valley fork.

Those falls are six miles above the junction of the Tygert Valley fork with the Monongahela, and one hundred miles from Pittsburg. They are estimated to be thirty feet high, and consist of two perpendicular pitches of near fifteen feet each, and about one hundred feet apart. From the foot of the lower fall there is a continued rapid for about a mile, in which distance the descent is supposed to exceed twenty feet; making, altogether, fifty or sixty feet fall. The highest rise of the river at the head of the falls is stated to be sixteen feet. The rise below is unknown; but, according to the best information that could be procured, it appears that breast and undershot wheels cannot be employed without interruption from high water. It was also ascertained that the power of the stream, when at its owest stage, was not more than sufficient to operate four pairs of four foot mill-stones, with a head and fall of twelve feet; and, consequently, the whole fall of thirty feet, employed with reaction wheels, would not afford an adequate power for the armory. The ground is likewise deficient in extent. At no point within a mile and a half below the first fall could the workshops be placed contiguous to each other. In the greater part of this distance the shores of the river consist either of huge masses of detached rock or high precipices; and for eight hundred or one thousand yards tunnelling and high side walls are the only practicable means that can be employed to convey the water to where it may be taken into a canal; and, after all, suitable ground cannot be obtained for an establishment so extensive as an armory at any point within two miles of the falls.

18th Congress.] No. 264. [2d Session.

SURVEY OF THE WORKS AT FORT DELAWARE, AND PROCEEDINGS OF A COURT-MARTIAL ON MAJOR BABCOCK.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, JANUARY 19, 1825.

SIR: DEPARTMENT OF WAR, *January* 19, 1825.

Pursuant to a resolution of the House of Representatives, instructing the Secretary of War to communicate to the House "copies of all such letters on file in the Department, or any part thereof, from Major S. Babcock, requesting inspections of the works carried on at the Pea Patch, in the Delaware river, or communicating the state and condition of such works; and, also, the proceedings of a court-martial ordered upon the said Major S. Babcock during the last year; together with the testimony taken by the said court, and the judgment by it pronounced in the case," I have the honor to transmit, herewith, a report of the chief engineer, which furnishes the information required.

I have the honor to be, your obedient servant,

J. C. CALHOUN.

Hon. HENRY CLAY, *Speaker of the House of Representatives.*

SIR: ENGINEER DEPARTMENT, WASHINGTON, *January* 18, 1825.

In obedience to your instructions, I have the honor to present, herewith, to you "copies of all such letters on file in the Department, or any part thereof, from Major S. Babcock, requesting inspections of the works carried on at the Pea Patch, in the Delaware river, or communicating the state and condition of such works; and, also, the proceedings of a court-martial ordered upon the said Major S. Babcock during the last year; together with the testimony taken by the said court, and the judgment by it pronounced in the case," in conformity with the resolution of the House of Representatives of the 4th of January, 1825.

As the general court-martial was ordered in consequence of the unfavorable report made by the board of engineers, in May last, as to the condition of the works on the Pea Patch, after duly inspecting them, and in consequence of the opinion of a court of inquiry, confirming the report of the board of engineers, (which court of inquiry was assembled in May last at the Pea Patch, with directions to inquire into the state of the works at that place, and to ascertain in what particulars Major Babcock had deviated from the plans furnished him for his guidance in the construction of Fort Delaware, and whether the said works had been executed with due precision, solidity, and skill,) the report of the inspection made by the board of engineers, and the proceedings of the court of inquiry, being, in a degree, connected with the proceedings of the general court-martial held on Major Babcock, copies of them are presented, herewith, as necessary to a proper understanding of the case.

It may be proper to add, that, since the decision of the court-martial, the board of engineers have been directed to repair to the Pea Patch, and make careful examinations and estimates of the sums necessary to correct the errors committed by Major Babcock, and to report whether the work, with these corrections, and such additions as were necessary to complete it, would answer the object for which the fort was originally designed. The board have fulfilled this duty, and have reported that the sum of $11,715 55 will be sufficient to correct the errors referred to, and which, with the additional sum of $59,963 95, making $71,679 50, will complete the work according to the original plan, and make such additions as will be necessary to render it permanent and effective.

It may be proper to add, that the estimates on which Fort Delaware was built amount to $379,608 90; and that the expenditures, in addition to those which have been found necessary in the progress of the work, and not comprehended in those estimates, together with the estimates for the work now recommended for its entire completion, amount to $101,810 73; and that there has been expended on the work $398,024 58, according to the monthly reports of the superintending engineers, which added to the estimate of the sum necessary for its completion, comprehending the correction of errors of construction by Major Babcock, will make $469,704 08, which the work will cost when completed, and exceeding the estimates on which the work was built, together with the estimate of the items omitted in the original estimate, viz: $59,963 95, and $30,131 23.

The board also state, that, although they urge the above expenditure under a conviction of its necessity, they are happy to have it in their power to say that the objects thereof being accomplished, the fort may be considered as fully answering the purpose for which it was projected; and that, although many faults of construction are now visible, many of these may be remedied by skill, and none will finally remain which can be considered as at all injuring its efficiency.

The chief engineer thinks it also proper to explain, in this place, the ground on which he made the report that the sum appropriated by Congress in 1823 would be sufficient to complete Fort Delaware. Major Babcock, the superintending engineer, had been directed to report the sum which would be necessary for the completion of the work, founded on a detailed statement of the part of the work remaining to be done. In his report he estimated that the sum necessary for the completion was $58,000, which was recommended to Congress for that purpose, and was appropriated accordingly. In the fall of that year the chief engineer visited the fort, and was assured by Major Babcock that the sum appropriated was not only amply sufficient for its completion, but that a surplus of several thousand dollars would remain; and, relying on the full assurance of this representation, the report was made by the chief engineer that the work would be completed in the course of the year, and that the sum appropriated would be ample; which, however, turned out otherwise. The erroneous estimates of Major Babcock, and the misstatement on this point, constituted one of the charges against him when tried by the court-martial.

The chief engineer cannot but remark, that Fort Delaware is the only work which has proved defective on the final examination, either as it regards workmanship or the conformity to the plan. The other works have been pronounced, on the final inspection of the board, to have been executed in a superior manner; and he has the fullest assurance that, under the present organization and system of inspection, an instance similar to that of Fort Delaware will not again occur; but that, on the contrary, there is every reason to believe that the works now building will be so constructed as fully to effect their objects, and to do credit to the officers under whose superintendence they may be constructed.

Respectfully submitted.

ALEX. MACOMB, *Major General, Chief Engineer.*

To the Hon. JOHN C. CALHOUN, *Secretary of War.*

SIR: WASHINGTON, *May* 14, 1824.

On the 10th instant the board of engineers visited Fort Delaware, on the Pea Patch, in obedience to your orders of the 30th April; and they have now the honor to submit the following report as to the present state of that work, and the manner in which it has been constructed. The board will refer to the points on which, in your letter of yesterday, you required information, in the order in which they are stated in that letter.

The first point is, "whether or not that work has been built in conformity to the plan, and with proper solidity, precision, and symmetry; and, if not, in what respects these conditions have not been fulfilled." As the board were not particularly informed as to the nature of the inspection desired by the Engineer Department, and as they were required to hasten to this city, their examination was not so minute as to enable them to go into details as to deviations from the plan, or to refer to particular instances of want of solidity, precision, or symmetry. They, however, are under the painful necessity of reporting, first, that they did observe some deviations from the plans as to details, but they were not of great importance; secondly, that the evidences of the foundations of the fort being imperfectly secured are visible in many places, the piles not having been driven home, or to the complete resistance of the ram; thirdly, that some of the walls are out of line, and some of the piers out of plumb; and, fourthly, that the masonry, in general, is rough and unsightly.

As to the second point, viz: "Whether the appearance of the work would warrant the conclusion that their nonfulfilment has been produced by neglect or incompetency, or both, on the part of the superintending engineer, and, if not, by what other cause they may have been produced," the board are compelled to report, that they can in no way account for any want of conformity to the plans, or any want of precision and symmetry observed in the work, but by supposing want of attention on the part of the superintending officer; but they are disposed to believe that the fault of not driving the piles sufficiently may fairly be attributed to inexperience in that description of work.

The board take great pleasure in stating that no essential injury has resulted from the partial subsidence of the walls and piers; and that the superincumbent masonry having now probably completed the work which was left incompleted by the pile-driver, no further settlement of any consequence need be apprehended. The board observed that the mortar used appears to be very strong.

It is important to add, that the measures adopted to secure the island from abrasion seem to answer their object perfectly.

We have the honor to be, very respectfully, your most obedient servants,

JOSEPH G. TOTTEN,
Maj. Eng. Br. Lt. Col. and M. B. E.
BERNARD, *Brig. Gen.*

Brevet Maj. Gen. ALEXANDER MACOMB,
Colonel, Commandant U. S. Engineers.

Proceedings of a Court of Inquiry held at Fort Delaware and at New Castle, by virtue of the following order:

ENGINEER ORDER—No. 2.

ENGINEER DEPARTMENT, *Washington*, *May* 22, 1824.

The board of engineers, under the orders of this department, having recently inspected Fort Delaware, and it being stated in their report of that inspection that the work has not been executed in conformity to the plan, nor with proper solidity, precision, or symmetry, the President of the United States has directed that a court of inquiry, to be composed of officers of the corps of engineers, be ordered to ascertain the precise nature and extent of the objections to the manner of executing the works at Fort Delaware which have been represented in the report of the inspection made by the board of engineers above referred to; or of any other objections that may be discovered; the causes by which the same may have been produced; and whether or not, among those causes, are involved the want of skill, or of proper attention, or both, on the part of Major Babcock, the engineer who was intrusted with the superintendence of the construction of that work; and, if want of skill and proper attention on the part of Major Babcock be among those causes, in what instances they have occurred, and in what degree.

It is therefore hereby ordered, that a court of inquiry, to be composed of Lieutenant Colonel C. Gratiot, president; Lieutenant Colonel J. G. Totten, and Captain J. L. Smith, members; and Lieutenant G. Blaney, recorder, assemble at Fort Delaware, or New Castle, on the 27th instant, or as soon thereafter as practicable, to carry into effect the foregoing directions of the President of the United States; and particularly to ascertain if the foundations of the fort have been properly prepared; if the walls, and other parts of the work, have been built with due precision, regularity, and symmetry; and if the workmanship has been properly executed. As a preliminary step in this investigation, it will be necessary that the court, or some member or members thereof, make a minute and thorough admeasurement of the works of Fort Delaware.

The court, having performed the duty required by this order, will report in detail the result thereof to this department, together with their opinion thereon.

By order of the Secretary of War:
ALEXANDER MACOMB, *Maj. Gen., Chief Engineer.*

FORT DELAWARE, PEA PATCH, *May* 27, 1824.

The court met pursuant to the above order: Present, Captain J. L. Smith, member.

The court was adjourned to Wednesday, the 2d June next, to complete the measurement of Fort Delaware, and to give time for the absent members and the recorder to arrive; to meet either at Fort Delaware or New Castle, as the president may direct.

NEW CASTLE, *June* 2, 1824.

The court met pursuant to adjournment: Present, Lieutenant Colonel C. Gratiot, corps of engineers, president; Brevet Lieutenant Colonel J. G. Totten and Captain J. L. Smith, members; Lieutenant George Blaney, recorder.

The court, being duly organized, was sworn, in the presence of Major Babcock.

In consequence of the measurement of Fort Delaware not being completed, the court was adjourned to meet at Fort Delaware on Wednesday, the 9th June instant.

FORT DELAWARE, *June* 9, 1824.

The court met pursuant to adjournment: Present, Lieutenant Colonel C. Gratiot, corps of engineers, president; Lieutenant Colonel J. G. Totten and Captain J. L. Smith, members; Lieutenant George Blaney, recorder.

The court adjourned to meet again to-morrow morning at nine o'clock.

FORT DELAWARE, *June* 10, 1824.

The court met pursuant to adjournment: Present, Lieutenant Colonel C. Gratiot, corps of engineers, president; Lieutenant Colonel J. G. Totten, and Captain J. L. Smith, members; Lieutenant George Blaney, recorder.

AULEY PARKE, a witness, superintendent of Fort Delaware, being sworn, says as follows:

Question by the court. Have you been employed in the construction of this work? if so, in what capacity, and for how long a period?

Answer. I have been employed as superintendent of Fort Delaware since March, 1818, to the present time.

Question by the court. What officers of the corps of engineers have been in the superintendence of the work during the period you have been at Fort Delaware; and what officers have acted as assistants during the same period?

Answer. Captain (now Major) Babcock has been the superintendent of Fort Delaware during the whole of the time that I have been here, with the exception of two or three months last winter, when Captain De Russey was the superintendent. Major Babcock was absent at this time. Lieutenant Brewerton was the first assistant; Captain Dumas was also an assistant to Major Babcock for a short time in 1823.

Question by the court. Has the construction, so far as it has progressed, been directed exclusively under the superintendence of Major Babcock; and, if not, what part thereof has been constructed under Captain De Russey?

Answer. Principally or all the mechanical work has been constructed under the superintendence of Major Babcock. Nothing but laboring work was done under the superintendence of Captain De Russey.

Question by the court. How often, in general, was the progress of the work inspected by Major Babcock, and how often by his assistants?

Answer. In general, I believe Captain (now Major) Babcock inspected the work every other day, as nearly as I can recollect. Lieutenant Brewerton, when assistant, was in the island, I believe every day, when the weather would permit. Captain Dumas, when assistant, was, the first part of the time, here generally every day; the last month that Captain Dumas was an assistant to Major Babcock I am positive he was here only once; the preceding month he was here, perhaps, four times.

Question by the court. Where did Major Babcock and his assistants reside during the progress of the work?

Answer. At New Castle; a distance, as it is called, of about five miles.

Question by the court. By whom were the details of the masonry laid out?

Answer. I do not know.

Question by the court. What was the condition of the work when your service at it commenced?

Answer. I think the work was laid out, and some piles under one of the bastions were driven.

Question by the court. Who had the direction of the piling then; and did it devolve on you after you became established as superintendent?

Answer. James Maxwell had the direction of the piling; it did not devolve on me to direct it. I called the rolls, and saw that the men were at work.

Question by the court. Did you, as superintendent, have any control over the masons' work; and, if you did, of what nature, and how did you exercise it?

Answer. I had no control over the masons' work.

Question by Major Babcock. Was the superintending engineer (Major Babcock) active and zealous in the discharge of his duties?

Answer. I believe he was.

Question by Major Babcock. Was he at the Pea Patch in all kinds of weather?

Answer. I believe he was.

Question by Major Babcock. Was it difficult to preserve the stakes after they were planted, while piling, and why?

Answer. It was. In passing the pile machine, the stakes which designated the angles of the work had to be removed. The state of the embankment was such, that the island was frequently overflowed, which, with the timber that was floating over the island, was another cause for the removal of the stakes.

Question by Major Babcock. Did you observe the superintending engineer (Major Babcock) level the work all round with a spirit level?

Answer. I did.

Question by Major Babcock. Did the superintending engineer (Major Babcock) pay particular attention to economy and the preservation of materials?

Answer. I thought so.

Question by Major Babcock. Were the workmen of all kinds paid regularly?

Answer. They were.

Question by Major Babcock. Was I confined to my bed by sickness, from the fore part of September until the winter of 1823?

Answer. I cannot remember the precise time, but you were confined for a long time.

Question by Major Babcock. Was it during my sickness that the visits of Captain Dumas at Fort Delaware were so unfrequent?

Answer. Yes.

Question by the court. When the stakes were removed to admit of the passage of the piling-machine, as stated in the answer to a previous question, under whose direction, by whom, when, and how were they replaced?

Answer. They were replaced by Captain Babcock, on his next visit to the island, by measurement from the centre of the work with a line.

Question by Major Babcock. Had I any official duties to perform at New Castle which made it necessary to reside there?

Answer. I believe you had.

Question by the court. What were those duties, and how did they make it necessary that Major Babcock should be established at New Castle?

Answer. Some of the duties that required Major Babcock to reside there I am not competent to judge of; but among those that made his residence there necessary were the employment of men and the purchase of materials.

Question by the court. In one of your answers you say you observed Major Babcock level the work all round with a spirit level. What was the state of the work when this was done, and how often, if more than once, was it done?

Answer. I recollect of his levelling the first tier of embrasures; I also recollect of his levelling the second tier of embrasures; I assisted at both of those operations.

ELI GARRISON, a witness, being duly sworn, answers as follows, to wit:

Question by the court. Have you been employed in the construction of this work? if so, in what capacity, and for how long a period?

Answer. I have been employed in the construction of Fort Delaware, as a wharf builder and in pile-driving, more than three years, from the commencement of the work.

Question by the court. Do you know by whom the trace of Fort Delaware was laid out upon the ground? and, if so, by whom, and when?

Answer. It was laid out by Major Babcock; but I do not recollect in what year.

Question by the court. What officer of engineers superintended the work during the period you were employed at Fort Delaware; and what officer acted as assistant during the same period?

Answer. Major Babcock was the superintendent: I do not recollect of any officer being there as assistant.

Question by the court. How often, in general, was the work of pile-driving and wharfing inspected by Major Babcock?

Answer. To the best of my knowledge, the first year he came down here from New Castle from three to five times a week; the other years from three to four times a week.

Question by the court. Where did Major Babcock reside during the progress of the pile-driving and wharfing?

Answer. I believe at New Castle.

Question by the court. Who had the personal superintendence and direction of the wharfing and pile-driving?

Answer. James Maxwell had the superintendence and direction of the pile-driving until his death; it then devolved on me. The wharfing was directed by William Murphy and myself.

Question by the court. In what manner were the piles driven?

Answer. They were driven with a ram weighing 16 hundredweight. Its greatest fall was thirty-three feet. The piles under the front wall were in five rows, three feet from centre to centre, lengthwise with the wall. In the second and fourth rows a pile was driven into each interval. The piles under the piers were driven in the same manner as those under the wall. I am more certain of a pile having been driven into the intervals under the piers than under the wall. The piles were from eight to thirteen inches in diameter, and from twenty-five to thirty-three feet long. When we left off driving, they would go from one quarter of an inch to one inch and a half each blow.

Question by the court. At what height, with respect to low water mark, were the piles cut off to receive the grillage; and how was the grillage formed, and how attached to the heads of the piles?

Answer. I do not remember at what height the piles were cut off. The grillage was formed by first laying a timber lengthwise with the wall, and on each row of piles; these timbers were secured, in many instances, to the piles, by one and a quarter or one and a half inch treenails; cross pieces were then laid, corresponding with the transverse rows of piles: these timbers were not secured to the pieces below; the lower timbers were flattened on two sides, and the transverse ones on one side; the spaces between the timbers were filled with mud.

Question by the court. By whom were the details of the masonry laid out?

Answer. By Major Babcock.

Question by Major Babcock. What was done with the heads of the piles that were cut off?

Answer. They were put into the mud between the timbers which formed the grillage.

Question by Major Babcock. Was the superintending engineer (Major Babcock) active and zealous in the discharge of his duties?

Answer. I thought he was.

Question by Major Babcock. Did he lay out every part of the fort in person?

Answer. I believe he did.

Question by Major Babcock. Was he at the Pea Patch in all kinds of weather?

Answer. When I was there, he was.

Question by Major Babcock. Was a great proportion of the piling done under my own eye?

Answer. Yes.

Question by Major Babcock. Was the fort laid out by me repeatedly and carefully.

Answer. It was repeatedly, and, to the best of my knowledge, carefully: I helped you to measure often.

Question by Major Babcock. Was it difficult to preserve the stakes that designated the angles of the work after they were planted, while piling; and why?

Answer. It was very difficult. They had to be taken up to move the pile machine. In drawing the piles to the work, the stakes were frequently misplaced.

Question by Major Babcock. Did you observe the superintending engineer (Major Babcock) level the work all round with a spirit level?

Answer. Yes, frequently.

Question by Major Babcock. Did the superintending engineer (Major Babcock) pay particular attention to economy and the preservation of materials?

Answer. I thought he did, as much so as any public officer I ever knew.

Question by Major Babcock. Were the workmen of all kinds paid regularly?

Answer. They were, as far as I know.

Question by the court. When the stakes were removed to admit of the passage of the piling-machine, under whose direction, by whom, when, and how were they replaced?

Answer. They were replaced by Major Babcock, as soon as possible, by a resurvey.

WILLIAM MURPHY, a witness, being duly sworn, answers as follows:

Question by the court. Have you been employed in the construction of this work? if so, in what capacity, and for how long a period?

Answer. I was employed at Fort Delaware, in laying the grillage, about two months.

Question by the court. At what height, with respect to low water mark, were the piles cut off to receive the grillage; and how was the grillage formed, and how attached to the heads of the piles?

Answer. The piles were cut off on a level with low water mark. The second and fourth rows of piles under the front wall had an additional pile between each of the piles corresponding with those in the other rows. Those under the piers were placed, I think, in the same manner. A timber was laid lengthwise on each of the rows of piles, and, in some instances, these timbers were fastened to the piles with treenails. Across these longitudinal timbers, transverse ones were laid over the cross rows of piles; some of these were fastened to the lower timbers by treenails, at the commencement of the work; but this practice was afterwards abandoned, as it was thought to be useless. The lower timbers were flattened on two sides, and the upper ones on the lower side. The spaces between the lower timbers were filled with the heads which were cut from the piles; these were laid parallel with the

timbers, as were the heads of the piles which were cut off, and placed between the upper timbers. Where we could not get the whole head of the pile into the spaces between the timbers, they were split and wedged in, and then the vacant space was filled in with mud.

Question by Major Babcock. Was the superintending engineer (Major Babcock) active and zealous in the discharge of his duties?

Answer. I thought he was very much so.

Question by Major Babcock. Did he lay out every part of the fort in person?

Answer. I believe he did, for I know of no other person who could do it.

Question by Major Babcock. Was he at the Pea Patch in all kinds of weather?

Answer. He was, unless it stormed too hard for any body to turn out.

Question by Major Babcock. Was a great proportion of piling done under my own eye?

Answer. I believe it was.

Question by Major Babcock. Was the fort laid out by me repeatedly and carefully?

Answer. It was.

Question by Major Babcock. Was it difficult to preserve the stakes after they were planted, while piling; and why?

Answer. I cannot say positively.

Question by Major Babcock. Did you observe the superintending engineer (Major Babcock) level the work all round with a spirit level?

Answer. Yes.

Question by Major Babcock. Were the workmen of all kinds paid regularly?

Answer. Yes.

Benjamin Kline, a witness, being duly sworn, answers as follows:

Question by the court. Have you been employed in the construction of this work; if so, in what capacity, and for how long a period?

Answer. I have been employed at Fort Delaware, as a mason, from May, 1819, to the present date, whenever there was any masonry to be done.

Question by the court. Has the construction, so far as it has progressed, been directed exclusively under the superintendence of Major Babcock; and, if not, which part thereof has been constructed under Captain De Russey?

Answer. All the masonry has been done under the direction of Major Babcock.

Question by the court. What were the instructions under which you commenced and carried on the masonry of the foundations? Was your work laid out by Major Babcock, or any other officer of engineers; and, if not, by whom was it laid out; if by yourself, how?

Answer. The instructions which I received were, that I should strictly adhere to the plan, which was a sketch furnished to me by Major Babcock. The angles of the work were laid out by Major Babcock, personally. The thickness of the foundation was laid out by myself, from a plan furnished to me by Major Babcock.

Question by the court. What were the sizes, generally, of the stone used in the foundations; and how were they laid, and particularly those next to the grillage?

Answer. The stone is of the ordinary size which is generally used in foundations of large walls. They were laid flat on the grillage. Those above the first course were laid in mortar, the largest surface down. The first course being the largest stone that was used in the foundation, the stone entered beyond the wall above the offset, from one foot to one foot six inches. Some of them entered two feet. The stone which was used in the foundations were generally about twice the size of those used in the wall above the foundations, and it was generally of a stronger quality than that used in the superstructure.

Question by the court. As the masonry of the fort progressed, certain changes were necessary in the dimensions, and certain small parts were to be laid out, such as embrasures, tongue-holes, recesses, offsets, stairs, &c.; now, who personally laid out, directed, and inspected these changes and details?

Answer. Those which were not laid out by Major Babcock were laid out by myself, under his direction and superintendence, with the exception of a part of the embrasures and tongue-holes in the third tier, which were laid out by Lieutenant Brewerton, in face No. 5 of the plan.

Question by the court. How, and by whom, was the measurement made for payment to the mason; and how were the limits of a preceding measurement ascertained?

Answer. The measurements were make by Major Babcock and myself until Lieutenant Brewerton came on; then the measurements were made by him and myself. The limits of a preceding measurement were generally ascertained by reference to some general level of the work, such as tongue-holes, soles of embrasures, cordons, &c., of which memorandums were kept.

Question by the court. How often, in general, was the progress of the work inspected by Major Babcock; and how often by his assistants?

Answer. The work was inspected almost daily by Major Babcock, particularly the first two seasons; and from three to five times a week the remainder of the time. Lieutenant Brewerton was here from three to five times a week, while he was an assistant to Major Babcock. Captain Dumas, while an assistant, was here two or three times a week, except at one period, when he was not here more than once or twice in two or three weeks; and this was at the time that Major Babcock was sick.

Question by the court. How are the deviations from the line, from the plumb, and from the level, observable in many parts of the fort, to be accounted for?

Answer. I think solely by the inequality of weight on the foundation. I did not observe any deviation in the line or plumb until the wall was raised some distance above the first tier of embrasures.

Question by the court. How do you account for the differences of thickness and of height observed in the parapet wall?

Answer. I think the differences in the thickness were caused by the difficulty of keeping a line stretched in windy weather. The differences in the height, I think, are caused by measuring from former levels, which had been deranged by the settling of the work more than I was aware of. These levels, including the coping, were generally established by myself. The first levels were established by Major Babcock.

Question by the court. How, and by whom, were the stones for the wall inspected and received; and how was it with bricks and lime?

Answer. The stones were generally received by Mr. Park, and measured by myself in the pile. At other times the vessels were measured, and the quantity receipted for by Mr. Park. The bricks, I believe, were always counted and receipted for by Mr. Park. The lime was also received by Mr. Park.

Question by Major Babcock. Was I in the habit of inspecting all the materials that arrived?

Answer. Yes.

Question by Major Babcock. How many general levels were made by me of the work?

Answer. I recollect that there were three, and they were made with a spirit level.

Question by Major Babcock. At what time did Lieutenant Brewerton join me as an assistant; and what was the progress of the work at the time he did join?

Answer. It was after many of the great arches were turned.

Question by Major Babcock. What has been the general quality of the materials used in the construction of the work?

Answer. The quality of the materials is good, particularly the lime and sand.

The court was adjourned to meet again to-morrow morning at nine o'clock.

FORT DELAWARE, *June* 11, 1824.

The court met, pursuant to adjournment: Present, Lieutenant Colonel C. Gratiot, corps of engineers, president; Lieutenant Colonel J. G. Totten and Captain John L. Smith, members; Lieutenant George Blaney, recorder.

PETER KLINE, a witness, being duly sworn, says as follows:

Question by the court. Have you been employed in the construction of this work; if so, in what capacity, and for how long a period?

Answer. I have been employed in the construction of Fort Delaware, as a contractor for the masonry, from the commencement of the masons' work until the present time.

Question by the court. What were the instructions under which you commenced and carried on the masonry of the foundations? Was your work laid out by Major Babcock, or any other officer of engineers; and, if not, by whom was it laid out? if by yourself, how?

Answer. I was required to superintend the masons' work, the work was laid out by Major Babcock and by Benjamin Kline.

Question by the court. What were the sizes, generally, of the stones used in the foundations; and how were they laid, particularly those next to the grillage?

Answer. There was a large quantity of stone collected when the work was first commenced, and from these the largest were selected for the foundation. They were laid, according to my judgment, in the best manner. The stones were from two and a half to three and a half feet in length.

Question by the court. As the masonry of the fort progressed, certain changes were necessary in the dimensions, and certain small parts were to be laid out, such as embrasures, tongue-holes, recesses, offsets, stairs, &c. Now, who personally laid out, directed, and inspected these details?

Answer. Major Babcock and Benjamin Kline directed these changes.

Question by the court. How, and by whom, was the measurement made for payment to the mason; and how were the limits of a preceding measurement ascertained?

Answer. I do not know; Major Babcock and Benjamin Kline attended to these things.

Question by the court. How are the deviations from the line, from the plumb, and from the level, observable in many parts of the fort, to be accounted for?

Answer. I should suppose that they were caused by the inequality of weight on the foundations.

Question by the court. How do you account for the difference in thickness and in height observed in the parapet wall?

Answer. I cannot tell, unless it was caused by the wind being so heavy as to prevent us from keeping our lines stretched; the deviations from the level are occasioned by the settling of the wall.

Question by the court. How often, in general, was the progress of the work inspected by Major Babcock, and how often by his assistants?

Answer. Major Babcock inspected the work, during its progress, from four to six times a week; and Captain Dumas, in the beginning, was here two or three times a week; but, during the illness of Major Babcock, he was not here more than once or twice in a month; Lieutenant Brewerton was here very often.

Question by the court. You say that Major Babcock inspected the work, at short intervals of time; will you tell the court, if you can, whether it was the major's practice, at his visits, to examine minutely every part of the work which was going on, and whether he ever caused any that was badly or incorrectly laid to be taken down and altered?

Answer. It was his practice to inspect the work minutely, and whenever he discovered any that was badly done he caused it to be taken down.

Question by Major Babcock. What was the quality of the materials used in the construction of the work?

Answer. Very good, particularly the lime and sand.

Question by Major Babcock. Was I in the habit of inspecting all the materials that were received?

Answer. Yes.

Question by the court. Was the stone of the best quality that could have been obtained?

Answer. Yes.

Captain DE RUSSEY, of the corps of engineers, a witness, being duly sworn:

Question by the court. Have you at any period had the superintendency of this work? if so, state to the court when, and for what length of time.

Answer. I was instructed to relieve Major Babcock, in October last, in consequence of his sickness. I arrived here, I believe, on the 5th of November last, and took the command on the 8th, and continued in the command until the 15th or 16th of December.

Question by the court. While you were in the superintendence of this work, did you observe any want of conformity to the plans in the part then executed; any want of proper solidity, precision, or symmetry; any want of proper execution in the workmanship, or any important defects in the system of accountability or superintendence by overseers? If so, please to state what you know to the court.

Answer. The first part of the question, relating to the work being constructed in conformity with the plan, I cannot answer, as I had no plan of the work, until within a day or two before I left here, when I received a ground-plan from Captain Dumas, which was a copy, as I believed, from the original. In regard to proper solidity in the construction of the work, I discovered that it had settled and cracked considerably. In regard to precision and symmetry in the construction, I discovered many instances where they had not been adhered to, such as the want of level and straightness of the faces. In regard to the execution of the work, it appeared to me to be bad, as the stone masonry appeared to be laid in indifferent mortar, and large joints. Many of the stones were set with their faces or beds vertically. It appeared to me that proper care was not taken to put large stones at the angles.

The brick masonry of the arches over the embrasures, those springing from the piers dividing the embrasures, were made with joints larger than ought to have been permitted. The wood-work at that time put up was generally composed of indifferent materials, and the workmanship was bad. The present platform was a part of the wood-work referred to above, as were also the uprights or joists which were to support the roof. As relates to the accountability, I know nothing; and in regard to the superintendence by overseers, I did not discover any want of zeal or defect in the one who was here at that time.

Question by the court. Are the uprights for the support of the roof, of which you have spoken, standing in the present roof?

Answer. Those put up in the interior wall have, it appears, all been taken down and removed; those on the faces of the work still remain; but they have been altered, by being sawed off, and by having an additional piece put against them to strengthen them.

Question by the court. You speak of the walls being, in some cases, out of line and out of level. Did you observe any instances of deviation from the plumb, in the walls or piers; and, if so, were there many instances of such deviations; and were these, in any instances, considerable? How do you account for them?

Answer. The deviation from plumb was evident, by taking the range of the faces. In some places it was considerable. I account for these deviations, first, from the foundation giving way; and, secondly, from the want of due attention in the workmanship of the masonry.

Question by the court. Were the uprights which you say were placed on the interior of the wall for the support of the roof, and which were afterwards removed, adequate, in your opinion, to the object for which they were placed there? and if not, why?

Answer. They were not adequate, because they were too small, and too far apart for their size. Those on the face of the work had been pieced, which weakened them materially.

Question by the court. You have stated your inability to answer to the question respecting accountability. Is it to be understood therefrom that the means of ascertaining the mode adopted for procuring materials and workmanship, and for applying them in the work, and the mode of settling for them, were not accessible to you? If it is not, will you answer to these points? Will you also state why you were not put in possession of the plans of Fort Delaware on the transfer of the command to you?

Answer. When I arrived at New Castle, I found Major Babcock ill, and it was on that account I supposed he did not turn over to me the papers relative to the accountability. I, at any rate, received none. The only papers which I did receive from Major Babcock were the consolidated returns of the condition of the work, and the orders from the Engineer Department requiring those returns. I applied to Major Babcock for the plans of the work; he told me he supposed they were in possession of Captain Dumas. I inquired of Captain Dumas for them, and he told me they were not in his possession. The ground-plan, which I afterwards received from Captain Dumas, had evidently been in possession of Major Babcock. Captain Dumas denied that he had any plans, when I made the inquiry of him respecting them.

Benjamin Bartram, a witness, being duly sworn, answers as follows:

Question by the court. Have you been employed in the construction of this work; if so, in what capacity, and for how long a period?

Answer. I came here on the 11th March, and I have continued as superintendent for Major Babcock, in carpentry, until the present time.

Question by the court. What was the condition of the work when your service at it commenced?

Answer. The arches were all turned, except one over the gateway; the upper platforms were commenced and nearly finished; there were some uprights and plates placed for the roof, which were removed, because I supposed them to be too light.

Question by the court. In measuring the upper platform and the parapet walls, to determine the dimensions necessary for the roof timbers, did you observe any variation in the dimensions of the different parts of the fort, or any deviations from the plumb, from the line, or from the level; and, if so, were these considerable?

Answer. There is a variation from one inch to six or seven inches in the level of the girders for the roof. There is a little variation in the level of the platforms. These variations are not greater than is usual in large works of this kind.

Question by the court. Who decided as to the plan of the roof?

Answer. Major Babcock.

Question by Major Babcock. What is the quality of the materials used in the platforms?

Answer. The quality of the sleepers is of the first kind. The planking is merchantable, but sufficiently good.

Question by the court. Is there any spruce in the upper platform; if so, is spruce as strong or as durable as pine?

Answer. There is spruce in the upper platform; it is as strong, but not so durable as pine.

Lewis Ford, being duly sworn as a witness, answers as follows:

Question by the court. Have you been employed in the construction of this work; if so, in what capacity, and for how long a period?

Answer. I have been employed here as a carpenter since the 11th of March last.

Question by the court. What was the condition of the work when your service at it commenced?

Answer. The upper platforms were nearly finished, excepting over the gate; there were some few posts put up for the roof, but they have been taken down, as they were considered to be too low.

Question by the court. In measuring the upper platform and the parapet walls, to determine the dimensions necessary for the roof timbers, did you observe any variation in the dimensions of the different parts of the fort, or any deviations from the plumb, from the line, or from the level; and, if so, were these considerable?

Answer. In measuring the width of the platforms, there is a variation in the length of the girders of from two to eleven inches. I observed very slight deviations from the level of the coping.

Question by Major Babcock. What is the quality of the materials used in the platform?

Answer. There are some of the materials of a good quality, and some that are not as good.

Auley Parks was again called as a witness, and examined on his oath of yesterday.

Question by the court. How and by whom were the stones for the wall inspected and received; and how was it with bricks and lime?

Answer. I was the receiver of the stone, brick, and lime, from the time that I commenced duty here; Major Babcock was the inspector. I counted every brick personally; the stone was piled for perching as close as it could be without breaking, and then measured; the vessels that brought the stone were marked to ascertain the number of perches which they contained. A vessel thus marked would run perhaps a whole season; but if it were discovered that they did not bring the quantity which they said they had, the vessel was repeatedly remeasured, and again marked.

Captain JOHN L. SMITH, of the corps of engineers, being duly sworn as a witness, answers as follows:

Question by the court. You have been, as one of the members of this court of inquiry, under the orders constituting the court, making a minute examination and a measurement of Fort Delaware: will you please to state whether you have observed any want of conformity to the plans in the part executed; any want of proper solidity, precision, or symmetry; any want of proper execution in the workmanship; any important defects in the system of accountability and superintendence by overseers; or any evidences of want of skill, or of proper attention, or of both, on the part of Major Babcock; and, if want of skill and proper attention, in what instance?

Answer. I understood from Major Babcock that the work had been laid out by establishing a centre, and from that radii for the capitals of the bastions; as the ditch was full, and as it was impracticable for me to determine the length of the fronts, I resorted to the mode pursued by Major Babcock in laying out the work, for testing the correctness of the trace. To determine the directions of the capitals of the bastions, I placed a stake at the centre of their respective gorges, which were of unequal lengths, and another stake at the centre of the doors of the magazines, respectively, and assumed as the centre of the fort the point at which the convergent lines drawn from these stakes met. In measuring these lines from the centre, so ascertained, to the doors of the magazines, I found them all of different lengths, the greatest difference being seventeen inches. In ranging the faces of the interior of the curtains, there was a deviation in all of them, as to the points they intersected on the faces of the works ranging with them, respectively, and in one instance it amounted to several feet. Lines measured from the angles of the flank to the opposite angles of the shoulder were of different lengths in the same front, and in the different fronts; the differences in the same fronts did not exceed between three and four inches. There was a difference in the batten of the slopes all round the work, between the different parts of the same faces, and they generally differed from the plan. There was a difference in almost every part of the work measured, of the height of the wall, from the base of the superstructure to the top of the first slope.

The court adjourned to meet again to-morrow morning at 9 o'clock.

FORT DELAWARE, *June* 12, 1824.

The court met, pursuant to adjournment: Present, Lieutenant Colonel C. Gratiot, corps of engineers, president; Lieutenant Colonel J. G. Totten and Captain John L. Smith, members; Lieutenant George Blaney, recorder.

Captain SMITH continued his evidence as follows, to wit: The dimensions of the embrasures of the lower tier differed, generally, with respect to each other, and to those laid down in the plan. In the second and upper tiers of embrasures the thickness of the wall only was measured, and the same differences occurred with respect to them. The depth of the foundations having been ascertained to be five feet, instead of seven, as laid down in the plan with which I was furnished by Major Babcock. In the absence of the court, a communication stating this circumstance was made to the Engineer Department, accompanied by a suggestion that it might be desirable to the court to receive any information on the subject that might be in the possession of the department. A copy of this communication having been transmitted to Major Babcock, he, in a few days after, informed me that the plans I had received from him were not those originally prepared for the work, but had been made after the foundations had been finished, and the walls of the superstructure had been raised as high as the embrasures of the lower tier. He further informed me that he had not then in his possession the original plan, but had a copy of it, from which he had taken a sketch, which he produced. This sketch was transmitted to the Engineer Department, containing a statement of the particulars just given.

There is evidently a want of proper solidity in the walls and arches of this fort. Large fissures are discovered to have been repaired in both. The precautions adopted to prevent the extension of these injuries may possibly have been effectual, as there is no evidence of recent enlargement of the fissures to which they relate. Whether this is because they have been very lately repaired or not, I am not able to say; but there are many evidences of recent injury about the embrasures. That there has been a want of precision and symmetry, and also of proper execution of the workmanship, will have been understood from what has been already stated in relation to the conformity of the work to the plans. In addition thereto, the extreme roughness of the manner in which the masonry has been executed, the apparently total disregard of some of the most essential requisites of strength and symmetry in masonry, such as laying the stones upon their beds, having headers in the facing, and joints as small as practicable, may also be stated. My time was fully occupied in making the admeasurements, and collecting the data upon which the foregoing statement has been founded. The notes of the admeasurements having been submitted to the court, may be referred to for more minute information touching the objects to which they relate. I therefore had not an opportunity of examining the system of accountability and superintendence by overseers. With respect to any evidences of want of skill, or of proper attention, or of both, on the part of Major Babcock, I would suggest to the court, if an opinion given by me at this stage of the investigation would not contravene the intention of that part of the order constituting the court, which requires the court "to report the result of their investigation, with their opinion thereon."

The court was cleared for the purpose of taking into consideration the suggestions of Capt. Smith relative to giving his opinion with respect to the "skill and proper attention on the part of Major Babcock," and decided that he be excused from answering to those points of the question.

The court having gone through all the evidence at hand, it adjourned to the works, and was occupied in measuring and inspecting until 6 o'clock, P. M., when it was adjourned, to meet again on Monday next, the 14th inst., at 10 o'clock, A. M.

FORT DELAWARE, *June* 14, 1824.

The court met, pursuant to adjournment: Present, Lieutenant Colonel C. Gratiot, corps of engineers, president; Lieutenant Colonel J. G. Totten and Capt. J. L. Smith, members; Lieutenant George Blaney, recorder.

The court adjourned to the works, for the purpose of continuing the measurements and inspections which were commenced at the last session, and was engaged in these duties until 6 o'clock, P. M., when it was adjourned, to meet at New Castle to morrow morning at 10 o'clock.

NEW CASTLE, DELAWARE, *June* 15, 1824.

The court met, pursuant to adjournment: Present, Lieutenant Colonel C. Gratiot, corps of engineers, president; Lieutenant Colonel J. G. Totten and Captain J. L. Smith, members; Lieutenant George Blaney, recorder.

The court was engaged until 2 clock P. M. in examining the minutes of the measurements made at Fort Delaware, by the court, on the 12th and 14th instant.

The court was adjourned to meet again to-morrow morning at 9 o'clock.

NEW CASTLE, DELAWARE, *June* 16, 1824.

The court met, pursuant to adjournment: Present, Lieutenant Colonel C. Gratiot, corps of engineers, president; Lieutenant Colonel J. G. Totten and Captain J. L. Smith, members; Lieutenant George Blaney, recorder.

Several original plans of Fort Delaware, which were in the possession of Colonel Totten, having been received from New York, the court proceeded to the examination of

Lieutenant Colonel JOSEPH G. TOTTEN, of the corps of engineers, who, being duly sworn, says as follows:

In 1815, under orders from General Swift, I made plans for the defence of the Pea Patch, of which these, Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9 1st, 9 2nd, 10, and 11, are either originals or copies; most of them, I perceive, were made by myself. These plans were furnished to Major Babcock, who located the work on the island according to these plans, as I then presumed, and who would progress with the work according to these plans, as I supposed, because I was informed by General Swift, then chief engineer, that they had been approved of by the department. In 1819 I visited the Pea Patch, in company with General Bernard. The fort had then progressed to about the height of the embrasures; and I then observed that the fort was not placed upon the island in the manner, as to the direction of the faces, as it was upon the original plan. The difference being this, that a capital of a bastion pointed up the island, instead of a perpendicular to the exterior line, as on the original plan. I do not recollect having noticed at that visit any other deviation from the original project. The board of engineers, after this visit, being engaged in the study of the defences for this part of the country, took the subject of the details of the fort on the Pea Patch into consideration. The result of their deliberations was, that the earthen parapet, originally comtemplated, might be dispensed with; and, as the substitution of a parapet of masonry would leave a different *terre-plein* over the great arches, the gallery piers might also be dispensed with. The board also determined that it would be better to have passages of communication from casemate to casemate, through the piers in the second tier, than to build them solid, as at first proposed. Some other alterations from the original plans were also thought proper. As the lower tier was in part finished, it was determined that the work should be carried on, according to the original plans, to the height of the floor of the second tier. New plans were necessary for the work above the first tier, which are Nos. 1 2nd, 2 2nd, 3 2nd, 4 2nd, 5 2nd, 6 2nd, 8 2nd, 10 2nd, and 11 2nd, and are those which were furnished by the board of engineers to govern the superintending engineer in the completion of the work.

In the year 1822, I think, the board were directed by the Engineer Department to examine Fort Delaware, and report on the most suitable means for guarding against the injurious effects from the subsidence which had been observed in the walls and piers; and the board recommended that *buttresses* should be built against the ends of the piers most in danger from this subsidence. I think the board also recommended that the lower arches, over the passages of communication, from casemate to casemate, should be taken down. These recommendations of the board account for certain alterations which have been made in the plans. There are also other alterations in both sets of these plans, which have no relation to the changes proposed by the board of engineers. In No. 3 of the first set, the masonry commenced, according to the original plan, at the level of low water. The plan is altered so as to make it commence at the height of the thickness of the grillage above the level of low water. Another alteration has been made, which reduces the thickness of the masonry of the foundation of the scarp one foot. In Nos. 3 2nd and 11 2nd, some of the figures, indicating the interior opening of the embrasures, have been altered from five feet to five feet two inches; and some of those indicating the width of the throat have been altered from one foot nine inches to one foot ten inches. In No. 11 2nd, that part of the great arch which was to have been built within the scarp wall has been erased; and, in the same place, a timber platform for the third tier and uprights and rafters of a roof have been added. In No. 3 1st, a reversed arch is drawn under the passage of communication, which was not contemplated when the drawing was made. This deviation from the original plan was, however, sanctioned by the board of engineers, and adopted in their drawings Nos. 6 2nd, 10 2nd, and 11 2nd. With the exception of these alterations, both sets of the plans are now, I believe, as they were originally made.

Question by Major Babcock. Were the plans of the island, on which the work was originally located, correct?

Answer. I am induced to think they were not correct, as to the outline of the island; but the principle on which the work was located was this: that an entire front should be faced up the island, which, being then unconnected with the defence of the channels, could be appropriated to stores and quarters. The change in the location of the fort makes it necessary to take a face from two fronts, thereby complicating the details of the work, and separating both the quarters and the batteries. As to the command over the channels, owing to the equalization of fire, it is the same in both cases.

The court was adjourned to meet again to-morrow afternoon at 4 o'clock, for the purpose of enabling the members to visit the quarries at Chester, from which the stone for Fort Delaware was obtained.

NEW CASTLE, *June* 17, 1824.

The court met, pursuant to adjournment: Present, Lieutenant Colonel C. Gratiot, corps of engineers, president; Lieutenant Colonel Joseph G. Totten and Captain John L. Smith, members; Lieutenant George Blaney, recorder.

Lieutenant Colonel TOTTEN, of the corps of engineers, made the following remarks, in addition to his testimony of yesterday:

At the time I made the plans for Fort Delaware, I did not know, accurately, the nature of the ground on which it was to be founded; and, though I presumed that piling and grillage would be necessary, yet, as a careful examination might show either that grillage alone would be sufficient, or grillage supported by comparatively few piles, I did not include the expense of piling and grillage in my estimate; and, in conversations with Major Babcock, before the commencement of the work, I stated that, owing to this uncertainty as to the nature of the ground, the manner of securing the foundation should be left to the discretion of the superintending engineer, and that I was by no means desirous that my plan of piling and grillage should be implicitly followed.

The court having gone through all other evidence, proceeded to enter upon the record of the result of their personal measurements and inspections of Fort Delaware, as follows, to wit:

Deviations from the plan.

The top of the grillage, instead of being on the level of low water, as required by the plans, is twenty-one inches above it.

The foundation walls are 5.20 feet high, and 12.20 feet broad at the bottom, as shown by Major Babcock's plan, (marked A.) In the original plans they are laid down at seven feet high, and thirteen feet broad. The difference in the breadth, of $\frac{80}{100}$ of a foot, is taken from the interior of the foundation wall.

The arches over the embrasures spring from the cheeks; in the plans they spring from the straight lines drawn from the extremities of the chord of the arch on the exterior to the extremities of the chord in the interior. The

arches of the lower recesses do not enter the wall over the embrasures; in the plans, they are continued through that wall to within a foot of the exterior face.

The great arches do not enter the scarp wall, and they were required by the plans to extend through it to within a foot of the exterior, in all the faces except Nos. 16 and 25.

The soles of the embrasures are composed of brick placed vertically, instead of being placed corresponding to the radii of a circle, as required by the plans. Other deviations are noticed under the head of "differences in the work, and variations from the plans."

Differences in the work, and variations from the plans.

In the upper platform, width varying from 19′ 4½″ to 21′ 3½″; should be 21′ 4″: difference from ½″ to 23″.

In the upper platform over the quarters, width varying from 23′ ½″ to 23′ 7″; should be 23′ 4″: difference from ½″ to 6½″.

Parapet differs in its height, above the platform, 6 inches in a single face, and from ¼″ to 6″ in the other parts of the work. As much as 8″ difference was observed in the breadths of the recesses of the embrasures of the upper tier; and the positions of those embrasures, in those recesses, vary, in relation to each other, from ½″ to 6″.

In casemates that should be rectangular, a difference of as much as 9″, arising from the want of parallelism of the piers, was observed.

The flank casemates, which should be alike, differ as much as one foot in their width next the wall.

The horizontal dimensions of the embrasures vary from ¼″ to 5″; the vertical dimensions of the same from ¼″ to 4″.

To ascertain if the intrados of the great arches were level, measurements were made of their distances from the offsets from the wall for supporting the platform of the second tier, to determine their interior height, and from the offsets of the piers for receiving the girders, to determine their exterior height; and the result was the discovery of differences in the height above the plane of the platform of the second tier, between the apex of the interior and that of the exterior thereof, in some of them as great as one foot.

The exterior offset at the top of the foundation varies from 3¼ to 18″; it should be 12″. The distances from the soles of the tongue-holes to those of the embrasures vary from ¼″ to 4″ from those laid down in the plans.

The lower exterior talus varies from 2″ to 3¾″ greater than the plans require, making the greatest difference 5¾″. In one face, the difference between the extremities was 4¼″. The greatest variation from the plan in the whole talus is 8¾″.

The greatest difference in the thickness of wall, measured in the soles of the embrasures of the lower tier, is 3¾″, and on the second tier 3¼″, and on the third tier 9″.

The height from the top of the foundation to the soles of the embrasures of the second tier varies in the embrasures for guns from 14′ 6″ to 15′, and in those for carronades from 14′ to 14′ 8″.

Deviations from the trace, and obvious consequences of the irregularities above detailed.

They are also to be found in parts of the work not otherwise particularly irregular. In one of these, the interior face of a curtain, a line ranged in one direction will fall upon the centre of an embrasure, and, ranged in the opposite direction, will fall upon the pier of the recess of the corresponding embrasure, and distant from its centre between 5 and 6 feet.

The sides of the piers bounding the passages of communication between the casemates, generally, are not plumb by several inches; and most of them, which should be in the same plane, deviate from it some inches. These piers were required by the plans to be built of hard stones running entirely through them. They are built, generally, of stones of a better quality than those ordinarily used in other parts of the work; but these stones seldom run through them, and many of them are soft and friable, and many are laid on their edges instead of their beds.

The court adjourned to meet to-morrow morning at 8 o'clock.

NEW CASTLE, DELAWARE, *June* 18, 1824.

The court met, pursuant to adjournment: Present, Lieutenant Colonel C. Gratiot, corps of engineers, president; Lieutenant Colonel Joseph G. Totten and Captain John L. Smith, members; Lieutenant George Blaney, recorder.

Continuation of the results of the measurements and inspections, made by the court, of Fort Delaware.

Of precision, regularity, and symmetry.

The scarp walls and the piers are crooked, and deviating in their direction; the cheeks of the embrasures are winding and out of plumb; the fort is not correctly laid out; the proper levels and dimensions are not observed; the embrasures vary in dimensions, as also in their location with respect to the piers; and the mortar-joints of the brick arches are not uniform in size.

Of workmanship.

The foundation and scarp stone masonry is defective in solidity, in consequence of a partial disregard to crossing the mortar-joints to produce the necessary bond, and also to the smallness, generally, of the stone used; and, in many instances, especially at the offsets of the piers intended to support the platforms, stones of a friable character are laid on their edges, without being tied in the wall. In filling up the openings in the piers, occasioned by the removal of the arches of communication in the lower tier, small stones, not tied in the pier, were used, and not laid plumb; small stones, generally, have been used in forming the *skew-backs*. The levels, generally, terminate with small stones not tied in the wall; there is an apparent inattention to the plumb, the line, and the level. The brick masonry of the casemates and embrasures deviates from the plumb and the level; the thickness of the mortar laid in the joints was, in some, more than half an inch.

The planks of the upper platform are of pitch and spruce pine, sawed through the thickness of the log, having many bad rents and knots, and are laid without the previous operation of jointing.

It appears, in the evidence of the master mason, that the stone used in the construction of Fort Delaware was the best that could be procured in the neighborhood. The court, to be satisfied on that subject, was adjourned to the quarries from which the stone was drawn. The result of the investigation is, that harder and larger stones could have been procured by paying a higher price for them.

The paper marked A a was submitted by Major Babcock, and read to the court.

There being no further evidence before the court, the court was cleared; and the whole of the proceedings being read over to it by the recorder, the court, from the testimony adduced, and the result of their own personal measurements and inspections, pronounced the following opinion:

The court is of opinion that, in the construction of Fort Delaware, there have been several deviations from the plans.

That the grillage being raised above, instead of being kept below low water mark, as required by the plans, will, without the precaution of keeping water in the ditch constantly above the top of the timbers, decay, and the durability of the work be consequently diminished.

That the reduction of the thickness of the inner half of the foundation wall, about one foot, has tended to affect injuriously the stability of the walls, by diminishing the breadth of bearing on the piles generally, and by making this diminution altogether on one side of the centre of gravity.

That the embrasure arches being sustained by cheeks, instead of the mass of masonry behind them, as directed by the plans, a slight injury to the cheeks will produce the fall of the arches.

That the soles of the embrasures, not being made "reversed arches," as required, are liable to be displaced by the concussion of firing. That, in consequence of the arches of the lower recesses not being continued through the scarp wall to within a foot of the exterior surface, as required by the plans, the pressure upon the embrasure arches is too great; and the separation of the embrasures, which it is of much consequence to provide for, will be attended with danger to the superincumbent masonry.

That, by not carrying the great arches nearly through the scarp wall, as required by the plans, on the fronts exposed to be battered by vessels, too great a weight is sustained by the embrasures of both the lower tiers; and the danger of the wall, attending a cannonading or a separation of the embrasures, is increased.

And that the other unauthorized deviations from the plans observed by the court, either in the trace or in the construction of the work, are attended by effects more or less prejudical to the strength, symmetry, or usefulness of the work.

The court is also of opinion, from the testimony, and from the effects of partial subsidences in the walls and piers, visible in many parts of the work, that proper care was not taken to drive the piles to a due degree of resistance; and that, in having the grillage above the level of the water, proper attention was not paid to the durability of the work.

The court is also of opinion that there are in the work many instances of want of precision, regularity, and symmetry: in this, that the scarp walls are in many places crooked, and deviating in their directions; that the cheeks of the embrasures are often winding and out of plumb; that the embrasures vary in their dimensions, and also their situation, with respect to the piers; that the embrasures are not situated alike, as to the tongue-holes, thereby making it necessary to fit the gun carriages, individually, to the embrasures; that the mortar-joints of the brick arches over the embrasures and recesses are not uniform in size; that the coping is sometimes flush with the wall, and sometimes projects unequally; that the proper levels and dimensions have not been observed; and that the trace of the work is not correctly laid out.

The court is also of opinion that, in the general use of small stones in the foundation and scarp walls; in the frequent use of stones of a very friable nature, placed on their edges instead of their beds; in the occasional inattention to the bond, in laying the stones; in filling the openings left by removing the arches of communication in the lower tier with small stones, not tied into the piers, and laid generally out of plumb; in placing occasionally small stones for skew-backs; in levelling, generally, the offsets for supporting the timbers of the second platform with small stones; and in the apparent inattention to the plumb, the line, and the level, there has been a disregard of certain essential conditions of solidity and good workmanship.

And the court is also of opinion, from the testimony, that there has been no want of personal attention to the progress of the work of Fort Delaware, on the part of Major Babcock; but that, on the contrary, his personal inspections, during his illness, were as frequent as could be necessary. The court, however, from the statements of witnesses, and from their own inspections and measurements, have been compelled to come to the opinion that there is a want of conformity to the plans; a want of proper preparations of the foundations; a want of due attention to precision, regularity, and symmetry; and want of proper regard to solidity and good workmanship: and, as there is abundant evidence that there was no deficiency as to attention on the part of Major Babcock, the superintending engineer, they are forced into the opinion that the defects in the construction of Fort Delaware are the results of want of skill and judgment. As respects the preparations of the foundations, though the court is of opinion that there is a want of skill and judgment in the manner of making those preparations, yet as it is in evidence, in an original letter from Major Babcock to the chief engineer, dated October 1, 1818, and marked C, that the superintendent, Major Babcock, requested an inspection of those preparations previous to commencing the masonry, the court is of opinion that this request diminishes his responsibility as to the consequences of the errors in that part of the construction.

Appended to this record is a statement (marked D) by Major Babcock of the expense necessary to complete Fort Delaware, and of the means of effecting it, including the materials and funds on hand.

The court adjourned *sine die*.

C. GRATIOT,
Lieut. Col. of Engineers, President of the Court of Inquiry.

GEORGE BLANEY,
Lieut. Corps of Engineers, Recorder.

A a.

Mr. President, and Gentlemen of the Court:

The testimony before you is so ample, that it seems hardly necessary for me to say any thing on the subject. I will, however, make a few remarks by way of explanation. The board of engineers have been candid and liberal enough to say (in substance) that the deviations from the plan are inconsiderable, and not calculated to be injurious: I can add, that they are in a great measure involuntary, as respects the first alteration from the original plan, which I had entirely forgotten, it being a number of years since it was made. I will account for it thus: Colonel Totten had advised me not to place the piles nearer to each other than three feet from centre to centre; the width of the wall, therefore, was too great for five rows, and much more small for six. I therefore determined to make it for five rows; and finding, by experience, that it would be very difficult to lay stone at the level of low water, I made the tops of the piles as nearly as possible of that height, and added the grillage, deducting the same height of masonry, and, of course, preserving the original level of the embrasures. At that time no specific regulations were made, or instructions given, respecting the mode of carrying on the work; and I did what I thought was right, and what I believed Colonel Totten himself would have done had he been present, without, however, entertaining the least idea of innovation or essential change in any part of the plan. In the same spirit, I made a large quantity of wharfing; the necessity of the case required it, and I had no superior to consult with. After the foundation was made, I reported the fact to the chief engineer, and requested that it might be inspected; my communication was not noticed. If the gorges of embrasures of the second tier are one inch too wide, it is what I by no means intended; the linings of the faces of the work were laid out with the utmost care by myself, assisted by the

master mason; and it was not until this season that I could discover the slightest want of justness in them; in the face where it occurs, it might be attributed to the subsidence of the wall. The same remark will apply to the level. It must also be remembered that the last part of the work was done while I was very ill in my bed, and, of course, cannot be accountable for. Deeming it a matter of impossibility to cover the casemates just made with mud, and at the same time permit them to dry, I proposed to the Engineer Department to cover the whole work with a roof, which was agreed to. A wooden platform was laid, and I trust will be found the best—at least until the arches have time to dry thoroughly, which I am confident they never could under any other circumstances. If it should be thought proper to fill the spaces between the arches hereafter, it may be easily done, either with dry mud or sand. Another advantage of the roofing is, the supply of water for drinking, and the preservation of gun carriages. As respects the outward appearance of the wall, I will say I studied strength and economy; the inside of the wall is as good as the outside; and I assure you, gentlemen, that some of the most respectable mechanics in Philadelphia have pronounced the work to be very good. I considered, and do consider, that it is stronger than if the outside had been of a larger and handsomer stone: the difference in the cost is enormous; in fact, it would afford me pleasure to see a rigid comparison instituted between Fort Delaware and any other work in the country, as relates to expense. As to the arches, I defy the critics; no precaution was wanting to make them as solid as the material will admit of; the mortar used, I assert, with confidence, was of the best kind, and I believe the board of engineers will bear me out in the assertion. I beg leave to repeat that, in general, the idea of change or innovation never entered my head; wherever it has occurred, it has been involuntary, or in a manner forced on me by the necessity of the case, (at least in my opinion.) In conclusion, I have to express my thanks to the court for the patience and candor exhibited by them in the course of this investigation, and I feel happy in the belief that Fort Delaware will be found quite capable of fulfilling its original destination.

S. BABCOCK.

JUNE 17, 1824.

The United States vs. *Major S. Babcock.*

Charges preferred against Major Samuel Babcock, of the corps of engineers, in pursuance to instructions from the War Department, viz:

FIRST CHARGE—*Disobedience of orders.*

Specification. In this, that the said Major Samuel Babcock having, on or about the 15th of May, 1815, been assigned to the superintendency of the works to be constructed on the Pea Patch island, in the river Delaware, and having been furnished, by competent authority, on or about the 1st day of October, 1815, with plans for the construction of the aforesaid works, did, in such construction, carried on till the 20th of August, 1824, or thereabouts, unnecessarily depart from their provisions in the undermentioned instances, viz:

1st. The top of the grillage, instead of being on the level of low water, as required by the plans, is 21 inches above it.

2d. The foundation walls are 5.20 feet high, and 12.20 feet broad at the bottom, as shown by Major Babcock's plan, (marked A.) In the original plans they are laid down at 7 feet high, and 13 feet broad; the difference in the breadth, of $\frac{80}{100}$ of a foot, is taken from the interior of the foundation wall.

3d. The arches over the embrasures spring from the cheeks. In the plans they spring from straight lines drawn from the extremities of the chord on the arch on the exterior, to the extremities of the chord in the interior. The arches of the lower recesses do not enter the wall over the embrasures. In the plans they are continued through that wall to within a foot of the exterior face.

4th. The great arches do not enter the scarp wall; and they were required by the plans to extend through it, to within a foot of the exterior, in all the faces except Nos. 16 and 25.

5th. The soles of the embrasures are composed of brick placed vertically, instead of being placed corresponding to the radii of a circle, as required by the plans.

6th. In the upper platform, width varying from 19′ 4½″ to 21′ 3½′; should be 21′ 4″: differences from ½″ to 23″.

7th. In the upper platform, over the quarters, width varying from 23′ ½″ to 23′ 7″; should be 23′ 4″: differences from ½″ to 6½″.

8th. Parapet differs in its height, above the platform, 6 inches in a single face; and from ¼″ to 6″ in the other parts of the work. As much as 8″ was observed in the breadth of the recesses of the embrasures of the upper tier; and the positions of those embrasures of the upper tier, and the positions of those embrasures in those recesses, vary, in relation to each other, in most of them from ½″ to 6″.

9th. In casemates that should be rectangular, a difference of as much as 9″, arising from the want of parallelism of the piers, was observed.

10th. The flank casemates, which should be alike, differ as much as one foot in their width next the wall.

11th. The horizontal dimensions of the embrasures vary from ¼″ to 5″; the vertical dimensions of the same, from ¼″ to 4″.

12th. To ascertain if the intrados of the great arches were level, measurements were made of their distances from the offsets from the wall for supporting the platform of the second tier, to determine their interior height; and, from the offsets of the piers for receiving the girders, to determine their exterior height; and the result was the discovery of differences in the height, above the plane of the platform of the second tier, between the apex of the interior and that of the exterior thereof, in some of them as great as one foot.

13th. The exterior offset, at the top of the foundation, varies from 3¼″ to 18″. It should be 12″. The differences from the soles of the tongue-holes to those of the embrasures vary from ¼″ to 4″ from those laid down in the plans.

14th. The lower exterior talus varies from 2″ less, to 3¾ greater, than the plans require: making the greatest difference 5¾. In one face, the difference between the extremities was 4¼. The greatest variation from the plan in the whole talus is 8¾″.

15th. The greatest difference in the thickness of wall, measured on the soles of the embrasures of the lower tier, is 3¾″, and on the second tier 3¼″, and on the third tier 9″.

16th. The height from the top of the foundation to the soles of the embrasures of the second tier varies, in the embrasures for guns, from 14′ 6″ to 15′; and in those for carronades, from 14′ to 14′ 8″.

17th. Deviations from the trace are obvious consequences of the irregularities above detailed. They are also to be found in parts of the work not particularly irregular. In one of these, the interior face of a curtain, a line ranged in one direction will fall upon the centre of an embrasure, and ranged in the opposite direction will fall upon the pier of the recess of the corresponding embrasure, and distant from its centre five or six feet.

18th. The sides of the piers bounding the passages of communication between the casemates, generally, are not plumb by several inches, and most of them, which should be in the same plane, deviate from it some inches. These piers were required by the plans to be built of hard stones running entirely through them. They were built, generally, of stones of a better quality than those ordinarily used in other parts of the work; but those stones seldom run through them, and many of them are soft and friable, and many are laid on their edges instead of their beds.

SECOND CHARGE—*Neglect of duty.*

Specification 1. In this, that the said Major Samuel Babcock, while superintending the construction of the works carried on at the Pea Patch island, in the river Delaware, till the 20th of August, 1824, or thereabouts, neglected to apprize the proper department of his non-conformity, as set forth in the specification of the preceding charge, to the plans furnished the said Major S. Babcock, by the said department, for the construction of the abovementioned works, except in the single instance of a letter to General Joseph Swift, dated the 1st of October, 1818.

Specification 2. In this, that the said Major S. Babcock, while, as aforesaid, superintending the construction of the works erected on the Pea Patch island, in the river Delaware, did transmit erroneous and irreconcilable statements of the sums necessary to the completion of said works, under the following dates, viz:

The 11th of November, 1822.

The 26th of October, 1821.

The 25th of November, 1822, in reply to a letter from the Engineer Department of the 19th preceding.

The 22d of January, 1824.

The 29th of January, 1824, in reply to a letter from the Engineer Department of the 24th preceding.

The 17th of February, 1824.

Estimate affixed to proceedings of court of inquiry, (marked D,) and presented on or about the 18th of June, 1824.

THIRD CHARGE—*Incapacity.*

Specification 1. In this, that the said Major S. Babcock, while in the aforesaid superintendency of the works carried on at the Pea Patch island, in the river Delaware, did, then and there, as set forth in the specification of the first charge, depart from the provisions of a plan furnished by the Engineer Department, for the guidance of the said Major S. Babcock in the construction of the abovementioned works, in an absurd and incapable manner.

Specification 2. In this, that the said Major S. Babcock, while in the aforesaid superintendency of the works constructed, as aforesaid, on the Pea Patch island, in the river Delaware, did transmit several statements, professing to anticipate all the necessary expenses to the construction of those works, but, nevertheless, erroneous and inconsistent, to the number and under the date enumerated in specification second of the second charge.

Specification 3. In this, that the said Major S. Babcock, while superintending the construction of the works carried on at the Pea Patch island, in the river Delaware, till the 20th of August, 1824, or thereabouts, did, generally, during that period, give the closest personal attention to the aforesaid construction, and yet did permit, in its workmanship, the introduction of numerous faults, as in the following instances, viz:

1st. In the piles intended to support the foundation.

2d. In the position of the wood-work or grillage which surmounts the piles, and supports the masonry of the foundation aforesaid.

3d. In the selection of stones for said foundation, and in the location, without headers or binders, of those introduced in it.

4th. In the want of uniformity between embrasures intended to be of the same dimensions.

5th. In the want of equal distances between said embrasures and the tongue-holes.

6th. In the want of the necessary thickness in the interior offset of the foundation wall.

7th. In depending upon the cheeks for the support of the embrasure arches, instead of the mass of masonry behind them.

8th. In omitting to make the soles of the embrasures reversed arches.

9th. In not carrying the arches of the lower recesses through the scarp wall, to within a foot of the exterior surface.

10th. In not carrying the great arches nearly through the scarp wall.

11th. In the crookedness of the scarp walls in many cases.

12th. In the irregular direction and winding of the embrasures.

13th. In the want of uniformity in the mortar-joints of the brick arches, over the embrasures and recesses.

14th. In the copings being occasionally flush with the wall, and sometimes projecting unequally.

15th. In the non-observance of proper levels and dimensions, and in the incorrectness of the works traced.

16th. In the general use of small stones in the foundation and scarp walls; in the frequent use of stones of a very friable character, placed on their edges instead of their beds; in the occasional inattention to the bond in laying the stones; in filling the openings left by removing the arches of communication in the lower tier with small stones not tied into the piers, and laid generally out of plumb; in placing occasionally small stones for skew-backs; in generally levelling the offsets for supporting the timbers of the second platform with small stones; in the obvious inattention to the plumb, the line, and the level.

17th. The planks of the upper platform are of pitch and spruce pine, sawed through the thickness of the log, having many bad rents and knots, and are laid without the previous operation of jointing.

FOURTH CHARGE—*Conduct unworthy an officer and gentleman.*

Specification 1. In this, that the said Major S. Babcock having, on or about the 15th of May, 1815, been assigned to the superintendency of the works to be constructed on the Pea Patch island, in the river Delaware, and having, on or about the 1st of October, 1815, been furnished with plans for the construction of those works, did, without the knowledge or the consent of the authority furnishing such plans, introduce several alterations in their delineative parts, both numerical and architectural, for the purpose of adapting them to his irregular execution of their original provisions, as set forth at large in the specification under charge the first.

Specification 2. In this, that, on or about the 9th of June, 1824, at Fort Delaware, Captain Smith, of the corps of engineers, having offered to a court of inquiry there assembled, for the investigation of certain of the acts of the said Major S. Babcock, a statement exhibiting a want of correspondence between the foundations of Fort Delaware and the provisions of a plan descriptive of those foundations, the said Major S. Babcock did then and there deny this statement, and pointed out to the attention of the aforesaid court of inquiry certain arithmetical figures introduced on said plan, apparently in harmony with its architectural parts, but indicative of different dimensions when tested by the scale referring to them.

Specification 3. In this, that the said Major S. Babcock did, on the 7th of June, 1824, or thereabouts, at Fort Delaware, furnish Captain Smith, of the corps of engineers, with a drawing, purporting to be a true copy of so much of a more extensive drawing as relates to the foundations of Fort Delaware aforesaid; and did inform the said Captain Smith that the plans he (Major S. Babcock) had handed over to him, were not copies of the original plans agreeably to which Fort Delaware had been built, but were plans which had been prepared, and furnished him (the said Major S. Babcock) after the foundation had been finished; whereas, the aforesaid pretended copy was incorrect, and the aforesaid statement unfounded in fact, and both made under the knowledge that the original plans were mislaid.

By order of the War Department.

J. L. SMITH, *Capt. of Engineers.*

Proceedings of a general court-martial, held at New Castle, in the State of Delaware, in virtue of the following order:

ORDERS—No. 61.

ADJUTANT GENERAL'S OFFICE, WASHINGTON, *August* 10, 1824.

A general court-martial, to consist of seven members, (a greater number cannot be detailed without injury to the service,) will assemble at New Castle, Delaware, or at Fort Delaware, as the president of the court may determine, on the 25th of the present month, or as soon thereafter as practicable, for the trial of Major S. Babcock and Captain H. Dumas, both of the corps of engineers, and such prisoners as may be brought before it.

The following officers will compose the court: Colonel S. B. Archer, inspector general, president; members, Lieutenant Colonel Roger Jones, 3d artillery; Lieutenant Colonel Charles Gratiot, engineers; Major T. Stockton, 3d artillery; Major A. C. W. Fanning, 2d artillery; Captain W. Wade, 4th artillery; Captain F. Ansart, 3d artillery; and Captain George Blaney, engineers, and Lieutenant G. W. Gardiner, 2d artillery, supernumeraries; Lieutenant R. L. Armstrong, 2d artillery, is appointed judge advocate to the court.

By order of Major General Brown.

S. COOPER, *Aid-de-camp.*

AUGUST 25, 1824.

The court met, pursuant to the preceding order: Present, Colonel Archer, president; members, Lieutenant Colonel Jones, Captain Wade, Lieutenant Colonel Gratiot, Major Fanning, Captain Ansart; supernumerary, Captain George Blaney.

In consequence of the judge advocate's absence, the court adjourned till 10 o'clock, A. M., on the ensuing day.

AUGUST 26, 1824.

The court met, pursuant to adjournment: Present, Colonel Archer, president; members, Lieutenant Colonel Jones, Captain Wade, Lieutenant Colonel Gratiot, Major Fanning, Captain Ansart; supernumeraries, Captain George Blaney, Lieutenant G. W. Gardiner; Lieutenant R. L. Armstrong, special judge advocate.

Major Stockton being absent, Captain Blaney was admitted a member of the court.

The accused, Major S. Babcock, on being asked if he had objections to any member of the court, as above constituted, objected to Lieutenant Colonel Gratiot and Captain Blaney, on the ground of their having been, the first a member, and the second the recorder, of the court of inquiry convened to investigate and to pass an opinion on certain parts of his conduct, now become matters of accusation against him.

In support of that part of the preceding objection which related to him, Lieutenant Colonel Gratiot confessed himself under the bias of previously expressed opinions upon the acts in question.

Captain Blaney also stated, in further disqualification of himself, that he had formed and expressed an opinion upon the principal points at issue.

The court, at this stage of the trial, and under a full sense of the novelty of the proceeding, directed the administration of the oath, in usage, and were accordingly sworn.

The court cleared: resumed.

The court decide that the foregoing objections to Lieutenant Colonel Gratiot and Captain George Blaney are good and justifiable, and do sustain them.

The court then being no longer complete, and taking into consideration the improbability of their being enabled to meet at an earlier date, adjourned until 10 A. M. on the 1st day of the ensuing month.

SEPTEMBER 1, 1824.

The court met, pursuant to adjournment: Present, Colonel Archer, president; Lieutenant Colonel Jones, Major Fanning, Captain Wade, Major Stockton, Major Kearney, Captain Ansart, members; Major Hook, Lieutenant G. W. Gardiner, and Captain Belton, supernumeraries; Lieutenant R. L. Armstrong, special judge advocate. Major Kearney, Major Hook, and Captain Belton, having been added to the detail of the court, and by the following order, were duly sworn, and unobjected to by the accused. Major Stockton was also sworn at this point of the trial, the accused interposing no objections.

ORDERS—No. 67.

ADJUTANT GENERAL'S OFFICE, WASHINGTON, *August* 28, 1824.

Major James Kearney, topographical engineer, is detailed as a member, and Major J. H. Hook, of the 4th infantry, and Captain F. S. Belton, of the 2d artillery, are detailed as supernumerary members of the general court-martial now sitting at New Castle, Delaware, and of which Colonel Archer is president.

This detail is made with a view to fill the vacancies occasioned by the objections made to Lieutenant Colonel Gratiot and Captain G. Blaney, both of whom were originally upon the court.

By command of Major General Brown.

S. COOPER, *Aid-de-camp.*

A question here arose upon the propriety of accepting Major Hook as a member of the court, preferably to the senior member, junior to him. Captain Belton standing in the same relation to one of the members, his case was included in the above proposition.

The court cleared: resumed. The court decide that their existing organization shall remain unchanged.

Major Hook then presented the following appeal, which Captain Belton desired might be considered as equally expressive of his opinions and wishes.

"Major Hook, believing the privileges of his rank assailed by the foregoing decision of the court, requests he may be excused from attending as a supernumerary member."

The court cleared: resumed. The court refuse their assent to the motion, on the principle of its inexpediency.

The subsequent paper was then offered to the consideration of the court:

"Major Babcock begs leave to state to the court, that he wishes to avail himself of professional advice and assistance. He requests the Honorable Louis McLane and George Reed, Jun., Esq. may be considered as his counsel."

Assented to by the court, under the usual restriction.

The judge advocate having then stated to the court that he found a modification of the articles of charge against Major S. Babcock absolutely essential, and that certain dates, indispensable to an advantageous performance of this measure, could be borrowed, with safety, only from documents in the Engineer Office at Washington, the court adjourned, to meet again at 10 A. M. on the Saturday ensuing, at Wilmington, a neighboring place, to which the president of the court had, during the late recess, been authorized to hold its sessions.

WILMINGTON, *September* 4, 1824.

The court met, pursuant to adjournment: Present, Colonel Archer, president; Lieutenant Colonel Jones, Major Fanning, Captain Wade, Major Stockton, Major Kearney, Captain Ansart, members; Major Hook, Captain Belton, supernumeraries; R. L. Armstrong, special judge advocate.

ORDERS—No. 68.

ADJUTANT GENERAL'S OFFICE, WASHINGTON, *September* 2, 1824.

Major J. H. Hook, supernumerary member of the general court-martial of which Colonel Archer is president, is detailed as a member of the same, in the place of Colonel Roger Jones, who is relieved from the detail.

By order of Major General Brown.

S. COOPER, *Aid-de-camp.*

In compliance with the preceding order, Lieutenant Colonel Jones was relieved, and Major Hook received as a member of the court.

The judge advocate having then stated to the court that the very recent arrival of the prosecutor with the necessary dates made a further adjournment of twenty-four hours very essential to consult with him upon the measures preliminary to the trial, an adjournment was ordered till 10 A. M. on Monday morning; Sunday being the intervening day.

SEPTEMBER 6, 1824.

The court met, pursuant to adjournment: Present, Colonel Archer, president; Major Stockton, Major Kearney, Captain Wade, Major Fanning, Major Hook, Captain Ansart, members; Captain Belton, supernumerary; R. L. Armstrong, special judge advocate.

The court then proceeded to the trial of Major Samuel Babcock, arraigned on the following charges and specifications: (Vide articles of charge in appendix.)

To which the accused pleaded—

First. "Not guilty."

Second. "The said Major S. Babcock, referring himself to the several inspections of the work carried on at the Pea Patch, under the authority of the War Department, from the month of August, 1819, to the month of May, 1823, inclusive, to so much and all such parts of the first, second, third, and fourth charges, and the specifications under each, as relate to acts or offences as are alleged or shall appear to have been committed by him more than two years before the issuing the order for his trial, pleads the provisions of the eighty-eighth article of the rules and articles by which the armies of the United States are directed to be governed, by an act of Congress, entitled 'An act for establishing rules and articles for the government of the armies of the United States,' passed on the 20th of April, 1816, and denies his liability to be tried for any such offences."

A letter, admitted by the accused to be authentic, was here produced, and read in testimony on the part of the prosecution. (See appendix, paper marked B.)

J. L. SMITH, captain of the corps of engineers, and witness for the prosecution, being duly sworn, says:

Specification under first charge.

Question by judge advocate. On or about what period did Major Babcock's agency in the construction of Fort Delaware terminate?

Answer. About the 20th of August, 1824.

Specification first under second charge.

Question by judge advocate. Where are you stationed?

Answer. At Washington, in the bureau of the Engineer Department, as assistant to the chief engineer. I have been there upwards of five years.

Question by judge advocate. Has Major Babcock, *for the last two years*,* apprized the department of any departures, in his construction of the works at the Pea Patch, from the provisions of a plan furnished for his guidance in the erection of the works?

Answer. He has not.

Third specification, fourth charge.

Judge advocate. State to the court what you know of the occurrences set forth in the specification.

Witness. On the 7th of June Major Babcock called on me at Fort Delaware, and, in referring to a communication of mine to the Engineer Department of the 3d of June, a copy of which I had furnished him with, informed me that the plans I had received from him were not the original plans, but had been prepared by the board of engineers after the foundation of Fort Delaware had been completed, and that they differed from those originally conceived. He then presented me with a sketch of the foundations of Fort Delaware, which he represented as taken from a copy of the original plan made by himself. He added that his original plan was not then in his possession, but that he would vouch for the accuracy of the copy, and that of the sketch from it. On this representation, and to counteract the effect of my letter of the 3d of June, I suggested to Major Babcock that I would transmit that sketch to the Engineer Department. He expressed himself satisfied with this arrangement, and I

* *Note by the judge advocate.*—This question, as originally put, extended to the whole period of Captain Smith's testimony. It is altered, under a decision of the court, recorded in the subsequent pages.

accordingly addressed to that department a letter, which I permitted Major Babcock to inspect before committing it to mail, and with which he expressed himself satisfied.

The court cleared. The court resumed.

On a resolution of the court, it was "*Ordered*, That, whenever, in the course of testimony, a paper or drawing is referred to, it shall, if within reach, be immediately produced."

In obedience to this rule of the court, several papers containing the delineation of certain plans, referred to in the progress of his testimony by the witness, were laid before them by the prosecution. For the clear apprehension of the court, they were designated as follows:

(Vide appendix, one sketch marked A, nine sketches from 1 to 11, exclusive of 7 and 9.)

The subsequent objection from the accused was then offered to the court.

"The point of the charge is the non-conformity of the sketch furnished with the copy of the original plans. The objection is, that this non-conformity cannot be proved by parol, where the paper is accessible to the prosecution."*

The court cleared. The court resumed.

The court acquiesced in the preceding objection.

Witness in continuation. On or about the 15th of June, 1824, the original plans were received by the court of inquiry from Brooklyn, in consequence of an application made for them a few days before. Those plans are now before this court.

(See appendix, papers marked 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, referred to in testimony as "original plans." Their edges are bound with green silk, by which they are easily distinguishable from those wearing the same numerical designations.)

The court adjourned to meet again at 10 A. M. on the ensuing day.

SEPTEMBER 7.

The court met, pursuant to adjournment: Present, Colonel Archer, president; Major Stockton, Major Kearney, Captain Wade, Major Fanning, Major Hook, and Captain Ansart, members; Captain Belton, supernumerary; R. L. Armstrong, special judge advocate.

The proceedings of the previous day having been read over, the judge advocate submitted the following proposition:

"By a decision of the court, taken at some period of yesterday's session, it was virtually determined that parol evidence should not be taken when determinative of the contents of any paper not produced and accessible to the offering party. For the sake of consistency, I would propose that this rule be applied to all oral testimony already received, and such parts of it expunged from the record as shall be found to fall within it."

The court cleared. The court resumed.

The court confirm the preceding objection, and order it carried into execution.

A member of the court "proposes the propriety of taking from the record so much of the evidence under the first specification of the second charge as shall be found to relate to events of more than two years' occurrence."

Whereupon, the judge advocate observed, "that the task which Major Babcock had been assigned to was in the nature of a trust, the violation of which could not warrantably be matter of gratuitous supposition on the part of the Engineer Department, to which alone, and the Executive, he was liable for his loose performance of it. That this department had been provided with no information, till recently, of the variations set forth in the specification of the first charge, and could, necessarily, still less be apprized of Major Babcock's culpability in making no report to them; all of which, it is contended, goes to bring the fact in question under the reservation of the statute limiting the period open to the investigation of offences."

To which the accused averred, in reply: That the 88th article was imperative, and comprehended all offences, of whatever character they may be. All official duties are in the nature of a trust; and the neglect or violation of the trust or confidence reposed constitutes the offence.

The exceptions or reservations in the article are specific: the provision applies, except the accused have absented himself, or there be some other manifest impediment by which he is not amenable to justice. If he is at all times amenable to justice, the article is imperative.

It may be true that the department cannot gratuitously presume a breach of duty; but it is equally their province to see that the duty of an officer has been performed, as it is his to perform it.

There is no proof before the court that the defendant was remiss in this particular; and the fair presumption, at all events, is, that the offence, if any, was not considered as forming a sufficient ground of charge, within the period prescribed, by the 88th article.

It is not the duty of an officer to furnish official information of his own neglect; it is the duty of the department to seek it; and if it fail to do so within the time prescribed by law, and the officer shall have been amenable to justice, he cannot be tried afterwards.

The accused considers the 88th article as applying as well to neglect as to breach of duty. If he had failed to apprize the department of any variation charged, in the first three years, he could not be tried for that neglect after *five years* had elapsed. He can be tried only for any neglect arising within two years before the order for trial.

The difference may be very material, as if inspections had been made within the first three years, and after the variations had been made, if any, he would have a right to suppose that those inspections had given the necessary information. The case might be difficult in the succeeding years, if even variations had been made, and no inspection thereof, though it is believed such is not the character of this case.

The court cleared. The court resumed.

The court decide that, before proceeding to the decision of the proposition before them, evidence may be given in confirmation, or otherwise, of the foregoing statements.

Captain J. L. Smith, witness for prosecution, in continuation.

Question by judge advocate. You state yourself to have been in the Engineer Office, at Washington, upwards of five years. Has that office been apprized, during that period, of any of the instances of improper construction attributed to Major Babcock, in the specification under the first charge?

Answer. Of none, except in the case of that explained by his letter to General Swift of the 1st October, 1818.

A letter (marked C) admitted by prosecution to be authentic, was here produced on the part of the accused. [Vide appendix.]

Witness cross-examined by accused.

Question. Are there any letters of the accused in the War Department, received in the month of October, 1818, and March, 1819; or have you any knowledge of the receipt of such, soliciting an inspection of the work carried on at the Pea Patch?

*This objection induced, on the ensuing day, an order of the court, in virtue of which Captain Smith's testimony was curtailed of some unimportant parts.

The judge advocate objected to this question in the following words: "Oral testimony, declarative of the contents of a paper accessible to the party in search of it, cannot be admitted. This position is incontrovertible, and is in harmony with the rules of evidence, the resolutions of this court, and the principles of justice."

In support of the question, the accused replied: "The principle of the question is, that the written papers inquired about are in the possession of the prosecution, and that the originals, or copies, have been called for and not produced. Parol evidence of their contents, therefore, may be given, because it is the best adducible evidence."

The judge advocate explained: "The prosecution is erroneously held to be in possession of those papers. The letter of October, 1818, has been extended to the accused, and is before the court in his behalf, (marked C.) The second letter, that of March, 1819, has been called for from the adjutant general's office, on the suggestion of the accused, and will, doubtlessly, be transmitted in the regular course of mail. It is respectfully submitted to the court, whether this document may be consistently considered as mislaid or in possession of the prosecution."

The court cleared. The court resumed.

The court decide that the question shall be put.

Question put. Answer. I have not.

Cross-examination continued.

Were there inspections of the said work, under the authority of the War Department, in the year 1819, after the month of March, and the subsequent years of 1820, 1821, 1822, and 1823?

Answer. I am not informed upon the subject.

Question. If such inspections were so made, were any, and how many, reports made thereon to the War Department, and filed there?

Answer. There are no such reports.

Question. Did the Secretary of War, Colonel Armistead, General McComb, General Bernard, and Colonel Totten, visit and inspect said works, in 1819, '20, '21, and '22; and did Colonel Gratiot inspect the said works in 1823?

Answer. In the year 1822 I saw an order requiring the board of engineers, then consisting of Colonel Totten and General Bernard, to repair to the Pea Patch, for the purpose of determining on the best means of checking the progress of some cracks discoverable in the large arches. There was a report of their fulfilment of the order made by the board of engineers, which I also saw.

Question by court. Had the department any other means within its control than the reports of Major Babcock, by which to ascertain his deviations from the plans?

Answer. None.

Question by court. Had the department any intimation, official or unofficial, of such deviations within two years after they occurred?

Answer. The department never knew the date of their occurrence.

Question by court. Was Major Babcock held by the department to follow the plans he had received in his construction of Fort Delaware?

Answer. Yes.

Question by court. In what manner was Major Babcock held to obey the plans furnished him; by special instructions, or otherwise?

Answer. By inference, as a matter of right, and also by special instructions.

Question by the court. Were any other instructions relating to the plans furnished Major Babcock other than the letters from General Swift, given in evidence yesterday?

Answer. None that I know certainly of.

Question by the court. By whom were the special instructions given; and were they in writing or verbal? if the former, are copies on file in the department?

Answer. The special instructions were given by the chief engineer; they are to be found in the correspondence of the department.

Question by the court. At what time did the department first hear of deviations from the plans furnished to Major Babcock?

Answer. In December, 1823.

Question by the court. Was Major Babcock, at any time during the two years preceding his arrest, beyond the jurisdiction of the War Department?

Answer. He was not.

Question by the court. Are you acquainted with any manifest impediment which has sheltered Major Babcock from trial, for failure in reporting alleged deviations, on his part, from the plan of construction for Fort Delaware?

Answer. There was no knowledge of any such deviations till December, 1823.

Question by the court. Was an inspection of Fort Delaware instituted by order of the War Department at any period anterior to the two years immediately preceding the arrest of Major Babcock?

Answer. Not to my knowledge.

Question by the court. Was the Engineer Department enabled to institute an inspection of the works at the Pea Patch, at any period prior to the month of May, 1824?

Answer. Not without permitting other and more important business, perhaps, to remain unfinished, which those officers performed who had previously been assigned to the task of inspection; no other officers, competent to the duty, could have been so employed.

Question by the court. What are the regulations of the Engineer Department respecting inspections of fortresses under construction?

Answer. They provide for an inspection of works when finished.

Question. Is it not customary for the chief engineer to pay visits of inspection to works under progression?

Answer. It has been done, but is not customary.

Question by the court. When was the board of engineers organized?

Answer. In 1816.

Question by the court. Was it by law, or by regulation of the War Department?

Answer. By order of the President.

THREE O'CLOCK P. M.

The court adjourned to meet at 10 A. M. on the ensuing morning.

SEPTEMBER 8, 1824.

The court met, pursuant to adjournment: Present, Colonel Archer, president; Major Stockton, Major Kearney, Captain Wade, Major Fanning, Major Hook, Captain Ansart, members; Captain Belton and Lieutenant Gardiner, supernumeraries; R. L. Armstrong, special judge advocate.

A document, marked C, (see appendix,) was offered on the part of the accused, and objected to by the judge advocate, in the following terms:

"The paper presented to the court is the copy of a letter whose inaccessibility to the accused is not established: for this reason I am compelled to oppose its reception. The almost total unimportance of this document might warrant the omission of any objection, were it not for opening a door, by such facility, to other and greater irregularities."

The court cleared. The court resumed.

The court decide the paper in question shall be received.

An original letter from Colonel Totten, offered on the part of the accused.

Objected to by the judge advocate, as follows:

"The letter offered is wholly irrelevant to the matter under examination."

To which the accused replied as follows:

"The point before the court is as to the knowledge of the Engineer and War Departments of certain deviations by Major Babcock in constructing the works at the Pea Patch.

"The letter offered goes to show not only that a knowledge of such deviations existed in 1816, but that they were specially authorized by a principal officer of the Engineer Department."

The court cleared. The court resumed.

The court decide the letter shall not be received.

The evidence offered under the proposition submitted on the 7th by a member having terminated, it was determined to take the sense of the court upon the proposition, viz:

"It is proposed to take from the record so much of the evidence under the first specification of the second charge as shall be found to relate to events of more than two years' occurrence."

The court cleared. The court resumed.

The court acquiesce in the above proposal.

The judge advocate then requested the court to adjourn to the works at the Pea Patch, for the purpose of receiving, from their own inspection, the evidence of the improper construction assumed in the specification of the first charge.

The court cleared.

On motion of a member, it was

"*Ordered*, That the articles of charge against Major Babcock be submitted to examination, and all objectionable matter ruled out."

Whereupon, the judge advocate presented the following statement:

"Mr. President, and gentlemen of the court: However ill I may succeed in the task, I cannot, in common propriety, permit this resolution to go into operation without the endeavor, at least, of protecting you from objectionable measures.

"The leading accusation against Major Babcock is a disobedience of orders, the specific testimony of which is laid in the construction of work dissimilar in many of its parts from that furnished him as his model. This is exhibited at large by the assumption of certain facts set forth in eighteen subdivisions, some of which, as they must have occurred more than two years ago, have given rise to doubts upon the consistency of their admission in matters of charge with the provisions of the statute of limitation. That statute, gentlemen of the court, is familiar to you all; it contains a reservation, under which I claim room for the case in point. The departures from the previously settled plan of construction, enumerated in the subordinate parts of the specification, were not discoverable on easy terms, but required the advantage of time, and the exercise of a peculiar sort of knowledge; nor was it till the month of December, 1823, that the Engineer Department received information of them, through a member of the corps. That intelligence was early followed with the examination of the work by a board of engineers; the examination itself, by a court of inquiry; and that court, by the convention of this. The impediment made manifest here consists, then, in the secrecy which hung over the offence, and must certainly be allowed to present as powerful an obstacle as well could be interposed between culpability and its investigation. If this be resisted, it must be on the ground that the department was in possession of means adequate to a speedier discovery, and kept them unemployed. Those means must savor a little of the magical, which could enable them to discover the stumbling of an agent, removed at a distance from the spot where their obligations kept them: the reputation of the thing may be flattering, but if it must become the measure of their performance, is by no means a desirable distinction. Let us remember that the residuary departments of the army are provided with inspectors, but that a supervisor of fortifications is yet a desideratum in the engineer corps.

"The preceding development of facts would alone be sufficient to authorize your examination of all the points involved in the specification under view; but there are others, the single consideration of which would, in my apprehension, equally insure it. Were the question before you upon the admission of testimony, bearing on any act of brief disobedience, your measures would be perfectly free from hesitation; but the difficulty peculiar to this case arises, it seems, from the more than usual extent of the offence, portions of which were in progress several years past. But, gentlemen of the court, all of its dimensions that sketch beyond the line of limitation are strictly connected with those that fall within it, and, in common with them, go to constitute an act designated as malconstruction."

The articles of charge were then read to the court, in order of succession, and the following portions of them ruled out:

The specification under the 1st charge.

The 1st specification under the 2d charge.

That part of the 2d specification of the same charge which avers a statement under date of the 26th of October, 1821.

The 1st specification of the 3d charge.

The 3d specification of the 3d charge, as far down and inclusive of the 7th subordinate division; when, it being 3 P. M.,

The court adjourned till 10 A. M. on the ensuing morning.

SEPTEMBER 9, 1824.

The court met, pursuant to adjournment: Present, Colonel Archer, president; Major Stockton, Major Kearney, Captain Wade, Major Fanning, Major Hook, and Captain Ansart, members; Captain Belton and Lieutenant Gardiner, supernumeraries; R. L. Armstrong, special judge advocate.

The court cleared.

The examination of the charges continued.

Ruled out: The residuary part of the 3d specification of the 3d charge.

The 1st specification of the 4th charge.

Two members of the court requested that their votes upon the measure of ruling out might appear upon the record. Decided in the negative.

The court resumed.

The subsequent documents were then produced in evidence, on the part of the prosecution; the admission of the accused, as to their authenticity, having previously been received. They are principally estimates of the sums necessary for the construction of the works at the Pea Patch, and are introduced in illustration of the 2d specification of the 2d charge. (See Appendix.)

Document No. 3—F.
No. 4—G.
No. 6—H.
No. 7—J.
No. 9—K.
No. 10—L.
————D, dated the 18th of June, 1824.

The court cleared.

A member of the court proposed to strike out the 3d charge. Assented to by the court. The court resumed.

Examination of Captain J. L. Smith, continued.

Specification 2d of the 4th charge.—On or about the 9th of June, 1824, upon the reassembling of the court of inquiry upon Major Babcock, at Fort Delaware, I stated to the court that, during its recess, I had discovered, in the depths of the foundation of the fort, a difference between the actual construction and the plans furnished me by Major Babcock, it being about five feet in the former, and being laid down at seven feet in the latter; and that I had communicated the fact to the chief engineer. Whereupon, Major Babcock, who was present, asserted that there was no such difference, and, to prove his assertion, referred to figures in pencil, on one of the plans he had furnished me, (No. 11, second series, already in court—vide appendix,) which indicated dimensions in correspondence with those of the actual construction. This statement of Major Babcock's being directly opposite to mine, it was manifest that one or the other of them must be false. The court, however, had not the means of determining which; but, on the next day, a case of drawing instruments having been provided, the lines of the drawing indicating the foundation were tested by the scale applicable to them, and were found to be not in correspondence with the figures in pencil, but conformable to the statement I had made to the court the day before. This plan was furnished me as a member of the court of inquiry on an application which I made to Major Babcock to that effect, in consequence of knowing orders to that effect to have been addressed to him from the chief engineer.

Cross-examined by accused.

Question. By whom were the plans relating to Fort Delaware originally prepared, and when?

Answer. The first series was prepared in the summer of 1815. The second series, I do not know when.

Question. By whom were they furnished to Major Babcock, and at what time?

Answer. I have seen a letter from Major Babcock acknowledging the receipt of plans from Colonel Totten, (first series.)

Question. At the time they were furnished, were they accompanied by any special instructions, and from whom?

Answer. I do not know that they were.

Question. Did the War Department or the Engineer Department apply to Major Babcock, previously to the court of inquiry, for the original plans?

Answer. Not that I know of.

Question. Do you know, of your own knowledge, by whom any alterations in the delineative parts of the plans, either numerical or architectural, were made, and when so made?

Answer. I do not know.

Question. When did you first see the said plans after their completion?

Answer. In 1815 I first saw a part of the *first series*. The second series, not till I received them from Major Babcock, on or about the 21st of May last.

Question. Are the said plans in the same condition now, in their delineative and architectural parts, as they were when you first saw them?

Answer. All that I have any distinct recollection of are.

Question. Have you read or met with, on file in the Engineer Department or War Department, any special instructions to Major Babcock relating to the works at Fort Delaware?

Answer. I have.

Question. By whom were such instructions written or signed?

Answer. By Colonel Armistead, General Macomb, and myself.

Question. When were they dated?

Answer. I cannot tell.

Question. By whom was the complaint against Major Babcock originally made, and when, particularly?

Answer. There was no complaint made.

Question. Do the architectural figures in pencil upon No. 11 denote the dimensions of the architectural parts of the foundation of Fort Delaware?

Answer. The sum of the three dimensions denoted by the figures corresponds with the whole depth of the foundation in the actual construction, or nearly so.

Question. Are the said dimensions of the said parts also denoted by figures in ink in the original plans?

Answer. I do not know.

Question. Do the figures in ink and pencil differ numerically?

Answer. There are no figures in ink in any of the plans furnished me by Major Babcock over the lines relating to the foundation.

Question. Was the second series furnished Major Babcock in 1819, or at what other period?

Answer. I do not know.

Question. Was the foundation of Fort Delaware completed before the second series of plans was furnished Major Babcock?

Answer. I do not know.

Question. In what manner was the statement exhibitory of a want of a correspondence, referred to in the second specification of the fourth charge, made up?

Answer. From actual observation, and measurement of both the plans and the construction.

Question. Were both series of the plans furnished Major Babcock before the court of inquiry, and accessible to your inspection?

Answer. I have already stated that they were.

Question. Do the arithmetical figures referred to correspond with the delineations apparent upon the face of the first series of the plans?

Answer. In such of them as have been altered they do.

Question. Is the actual construction of Fort Delaware delineated upon the first series of plans furnished Major Babcock?

Answer. I believe it is.

Question by the court. You have stated that the court of inquiry received plans (first series) from Brooklyn. How did they get out of the possession of Major Babcock, and how long had they been out of his possession?

Answer. I do not know.

The evidence on the part of the prosecution having closed, and the accused not being prepared to go immediately into examination of exculpatory testimony, the court adjourned till 10 A. M. on the ensuing day.

SEPTEMBER 10, 1824.

The court met, pursuant to adjournment: Present, Colonel Archer, president; Major Stockton, Major Kearney, Captain Wade, Major Fanning, Major Hook, Captain Ansart, members; Captain Belton and Lieutenant Gardiner, supernumeraries; R. L. Armstrong, special judge advocate.

The following affidavit was then read to the court, the accused having been previously sworn to the truth of it:

SAMUEL BABCOCK, being sworn, in due form of law, saith: That Colonel Joseph G. Totten and Lieutenant Henry Brewerton are material witnesses for him, for his vindication against the charges with which he is accused. He further saith, that all letters or instructions which may be on file in the Engineer Department, or War Department, written to or furnished the accused, by either of the said Departments, relating to the construction of the works at Fort Delaware, and particularly such letters or instructions as are signed by Colonel Walker K. Armistead, General Alexander Macomb, or Captain J. L. Smith, are necessary to his vindication against the charges with which he is accused.

The court cleared. The court resumed.

The court decide that they will not delay their proceedings for the objects prayed for in the above affidavit.

The testimony on the part of the accused having been heard, the accused requested the indulgence of the court for one day, to prepare his final defence; which was accordingly granted.

The court adjourned to meet again on the 11th instant, at 10 A. M.

N. B. Previously to this adjournment, the letter marked M (see appendix) was introduced, on the part of the accused, the prosecution consenting to receive it as authentic.

SEPTEMBER 11, 1824.

The court met, pursuant to adjournment: Present, Colonel Archer, president; Major Stockton, Major Kearney, Captain Wade, Major Fanning, Major Hook, Captain Ansart, members; Captain Belton and Lieutenant Gardiner, supernumeraries; R. L. Armstrong, special judge advocate.

The accused then being asked if he were ready to proceed, offered the following defence. (See appendix.)

The court cleared.

A proposition was then made by *a member of the court*, to lay before the supervising authority their reasons for ruling out those portions of the articles of charge before them, which, in the preceding pages, are recorded to be so ruled out.

It was decided in the negative.

Three members of the court requested that their votes upon this proposition might appear upon the record.

It was decided in the negative.

The whole of the proceedings then having been read over to the court by the judge advocate, they commenced their deliberations on the matter before them, and pursued them till 3 P. M., when

The court adjourned till 10 A. M. on Monday, the 13th instant.

SEPTEMBER 13, 1824.

The court met, pursuant to adjournment: Present, Colonel Archer, president; Major Stockton, Major Kearney, Captain Wade, Major Fanning, Major Hook, Captain Ansart, members; Lieutenant Gardiner, supernumerary; R. L. Armstrong, special judge advocate.

The court, then, after due deliberation on the testimony adduced, find the accused, Major Samuel Babcock, to have committed the facts set forth in the 2d specification of the 2d charge, with the exception of the word "irreconcilable," but attach no criminality to them.

The court further find the said accused not guilty of the 2d charge, to wit: neglect of duty.

The court further find the facts in the specification 2d of the 4th charge, but attach no criminality to them.

The court further find the said accused not guilty of the 3d specification of the same charge.

The court further find the said accused not guilty of the 4th charge, viz: conduct unworthy an officer and a gentleman, and do acquit him.

The court adjourned, *sine die*.

S. B. ARCHER, *Inspector General, and President of the court.*
R. L. ARMSTRONG, *Special Judge Advocate.*

APPENDIX.

Major Babcock's defence.

Mr. President, and Gentlemen of the Court:

The court having, on the application of the prisoner for process for his witnesses, and for time to obtain them and certain other written testimony, informed the accused that they deemed it useless for him to produce such witnesses and testimony, it only remains briefly to state the grounds of defence on which the prisoner relies. The court, in entering upon this subject, may, without impropriety, be reminded that the original causes of complaint, with a very important exception, the supposed existence of which induced the organization of the court of inquiry, are no longer before the court, having been expunged or abandoned by the prosecution. The charge the court are now asked to try the accused upon is a matter arising entirely at the time and upon the occasion of the inquiry, and then was the subject-matter of conversation or argument between the accused and the witness. But though

the charges, and numerous specifications under them, have from day to day, as the trial progressed, dwindled away, till reduced in number to almost nothing, yet, in the bearing and import of the fourth charge, and the specifications under it, which yet remain upon the records of this court, the accused cannot but feel the deepest interest. Willing as he is, without an allegation or a witness, to submit his capacity, his education, his improvement of the opportunities he has enjoyed, and the measure of his successful acquirements and skill, to the candor and judgment of his intelligent brethren, he cannot but feel the most intense and anxious solicitude when his personal honor is involved by an imputation of intentional falsehood and deceit. In meeting this charge, the accused relied with confidence upon the testimony of the witnesses whose names he furnished to the court. They would have proved him innocent of any shadow of concealment. The court, from what is already before them, have decided that it was useless in the prisoner to obtain further testimony; and the accused rejoices in this plain indication that this upright tribunal see no evidence, on the part of the prosecution, of force sufficient to oblige the accused to answer so foul a charge. A brief view of the facts in evidence will indicate how little foundation there exists for the accusation. The accused submits that a true view of his duties, and consequent responsibilities, in the construction of Fort Delaware, can only be derived from the orders and instructions given to him by those whose orders and instructions it was his duty to obey. One letter of this description has been produced by the prosecution. It is dated New York, May 15, 1815, and written by Gen. Swift to the accused, and contains the following remarkable words: "You will not construct any works that do not, on examining the plans, meet your approbation, unless you receive written orders to construct a particular work from the Secretary of War, the commanding general or myself." It would be difficult to select words or adopt language expressive of a wider range of opinion and discretion, or to be guilty of greater injustice than making a crime of the exercise of such discretion. Certainly, every candid mind will at once perceive the general discretion in such expressions.

In the year 1816 Colonel Totten handed the accused certain plans, but not accompanied by any special or particular instructions; and, coupling those plans with the letter of General Swift, just now referred to, the accused did presume that he was to judge of the plans, and not to construct the work unless the plans met his approbation. That such was the view taken by Colonel Totten of the control and discretion with which the accused was invested, it is in proof before the court that Colonel Totten addressed to the accused a letter, dated April 22, 1816, in which the very change in the foundation which has been the great cause of complaint is directly proposed and directed, or advised. If the letter be viewed in the light of an order, unquestionably Colonel Totten had a right to give it, and the duty of obedience follows of course; if as advice, then the accused was considered as having a right, under his discretionary power, to receive and adopt it as scientific advice. But not only so: Colonel Totten cites, in support of his opinion, great names in science; and, for acting under the authority of such names, it would be preposterous indeed to censure the accused, or credit as probable, that he could for a moment intend to conceal that he had so acted, instead of taking credit to himself for adopting the improvement. From this letter of Colonel Totten arose what are called the alterations on the plans. They were now made to delineate the real construction of the work, according to the improvement suggested. If the accused was right, under the direction of Colonel Totten, or in the exercise of his own discretion, in changing the plan of the foundation, no possible blame can attach to him for making such variations on the plans, which fairly exposed what he had done. Still less can it be supposed that he intended concealment of such variation, when it is proved by the prosecution that the figures indicating the change were put on the plans, on which were left, untouched, the lines and figures delineating the plan from which he varied.

The direct evidence of the entire absence of any design of concealment does not stop here. It is proved by a letter lying on the table of the court, that, in October, 1818, when the foundation was progressing, an inspection of the works was solicited by the accused; and in March, 1819, as appears by another letter, also before the court, when the foundation was completed, and the masonry about to be commenced, a similar request for inspection was anxiously repeated. Neither request was attended to; and it would be hard indeed on the accused, when years had elapsed, and the subject-matter of the charge, Col. Totten's letter, and the reason for the variation, were but indistinctly remembered, amidst the mass of much later details in relation to the work, (which were enough to occupy, almost to the exclusion of circumstances of so old a date, the mind of any man, how extensive soever his capacity,) to constitute an offence out of the variation; and, more than all, to attribute a designed concealment to acts, in the progress of which inspections were requested; and all this founded on a conversation more than six years after the act, in which, if any misstatement was made, a very small stretch of charity might admit it to arise from any other than the vile motive imputed by the charge. Instead of concealment, the accuser avers that he made every effort to expose his work, believing, as he has always done, that there was no ground of censure in it. He has mentioned, in proof of this, the inspections solicited. He would refer himself, further, to the visits of the officers of the Engineer Department, high in rank and scientific acquirements, which were so frequently made. To attribute such visits to mere idle passing curiosity, or to assert that they could be productive of no information to the department, is a reflection on the character and intelligence of these officers. The accused, to rebut this notion of concealment, refers with confidence to the evidence in the case of his having given to Colonel Totten the most direct information of the variation. In August, 1819, the foundation being then completed, the accused returned the plans to Colonel Totten, having marked on the alleged variations, indicating the then actual construction, according to Colonel Totten's own instruction and advice. The object of so returning the plans was, and could only be, to enable Colonel Totten in the further plans to adapt the work yet to be erected to the variation made in the actual construction. In consequence of returning the old plans, for the reasons stated, a new series was prepared, and, in October, 1819, furnished to the accused by Colonel Totten. The foundation was now complete; its construction was according to Colonel Totten's own plan; it was marked as made on the plans returned to Colonel Totten; those plans were, for two months at least, in that gentleman's hands. With the whole matter of the foundation then fresh on his mind, he must have observed that his own variation in the foundation was adopted; and most unquestionably the accused was justified in believing that he had done what was right, and that every part of his conduct was open, known, and approved. The court will please to recollect that all parts of the new series but the foundation were figured. This could only be accounted for by attributing the omission to the fact of that part being complete; and, therefore, that no necessity existed for indicating any dimensions as to it. The accused was fully impressed with the belief that, as he had laid down and pointed out the actual construction upon the original plans, and as the new series was made out from them, the foundation in the new series was according to actual construction. A contrary supposition could never have entered his mind; and, more especially as this part of the work was finished, he had withdrawn his attention from it, and there were additionally no figures placed upon it, by which his notice might have been drawn. In fact, there is no alteration of the plan; all its lines remained unobliterated, undefaced. There are added delineations to exhibit the actual construction of the work. These delineations are true to the fact, and, put where they are, and forwarded to Colonel Totten, as they are proved to have been, prove, beyond all doubt, that the accused himself furnished the best and most direct information of the change which had been made in the construction of the foundation. It was an illustration, not a deception. The figures which have been spoken of, on

the part of the prosecution, as indicative of being used for the purpose of deception, were not made by the accused, or by his direction, but by Lieutenant Brewerton, (whom the accused was desirous to bring forward as a witness, but whose attendance the court thinks useless,) and made by that gentleman for a calculation of his own. Whatever, then, the witness for the prosecution may have understood the accused to say, it is evident that the whole amount of the case before the court is, that it is one of mistake and misapprehension of words and arguments used in conversation, rather than of falsehood, deception, and fraud. The accused was not understood; he may not have had the whole subject present to his mind, and might have been himself mistaken at the moment, or explained himself so imperfectly as to be mistaken by others. The whole history of the case, the very nature of the facts developed to this court, forbid the presumption of an intention to deceive and conceal. It might with great fairness be added, by way of argument, to show the improbability and unreasonableness of such a course of conduct as is imputed to the accused, what supposable motive could the accused have to act as he is charged with acting by the prosecution? Was it his intention to vary the construction in a pecuniary light, or to diminish his duties and labor in any way? How could it benefit him? What motive could have prompted him to follow Colonel Totten's plan, other than respect for authority and his own zeal for the service? When adopted, what was there in his conduct which could excite such apprehension and alarm as to suggest to him the necessity of concealment? If such, however, was his determination, was it reasonable, in furtherance of his designed concealment, that the accused called for two inspections, and gave into Colonel Totten's hands the best evidence of what he had altered? Concealment and deception cannot be predicated of conduct such as the accused has shown his to be, unless he be also supposed destitute, in a very uncommon degree, of that common sense which is the common property of men. Upon the whole, Colonel Totten's letter was as much a part of the plans as any other paper; and the accused trusts that, in adopting it, the court will consider his conduct correct. This plan of Colonel Totten's the figures truly represent; and it inevitably follows, as a consequence, that there was no deception, nor could there be any intention to deceive.

As to inaccurate estimates of intended work, the accused cannot pretend to throw any other light on that subject than will be brought to its consideration by this intelligent court. An error in judgment, as to existing facts, is not of very seldom occurrence; but calculations as to what is yet to happen, where the data are necessarily uncertain, are still more generally wide of the mark, because such calculations are, of course, hypothetical, and liable to disturbance from causes which could not be foreseen. A greater part of the time the whole burden of this great work rested upon the accused. At another, domestic calamity and severe illness afflicted him. But it surely cannot be necessary to enter, on such a subject, into further details. Nicety of calculation, as to expense, could hardly have been expected in a work of such magnitude, liable to so many circumstances occurring that it was impossible to anticipate.

The case of the accused is now before this honorable court. He respectfully submits it, so far as he is interested, to their candor and their honor, firmly relying on both, and trusting, by their exercise, to a speedy restoration to that character and standing which have never been sullied by any intentional departure from the path of truth and duty.

SAMUEL BABCOCK, *Major Engineers.*

SIR: ENGINEER DEPARTMENT, WASHINGTON, *November* 19, 1822.

The attention of the department has been for some days exclusively engaged in the preparation of a report and a general estimate for the War Department, and therefore could not be earlier given to the consideration of the estimate, report, and drawing that accompanied your letter of the 11th instant.

The estimate being for the completion of Fort Delaware is greater than that submitted by you last year for the accomplishment of the same object, notwithstanding that funds have been applied to the fulfilment of the latter to the extent of about one-third of its amount. It is hoped you will be able to explain the apparent discrepancy in a satisfactory manner. Indeed, your omission to furnish such an explanation with the estimate is rather surprising, considering that you are possessed of minute information respecting the opposition of Congress to the estimate of last year, and the difficulty of overcoming it.

You will make your explanation in the tabular form, with remarks; the table to exhibit the estimated quantity and cost of each item, of which the estimate of last year was constituted; the same details with respect to disbursements of this year, up to the end of last month, and also with respect to the balances resulting from the deduction of the latter from the former. These balances will show the quantity and cost of the items of which your estimate for this year should have been constituted, and, being compared with the quantity and cost of the items constituting your estimate to be explained, will show exactly and in detail the differences between them. The explanation of those differences is what is now required. Another point, with respect to your estimate, which requires explanation, is, the precise period of time at which its operation was contemplated to be commenced, and whether it was considered to be a dependant of the existing appropriation, or was predicated upon the application to its fulfilment of the portion thereof which has not yet been advanced to you, or of that advanced, but remaining in your hands unexpended, or both.

It is thought, from a transient examination of your report and drawing, that they afford the information expected from them.

I have the honor to be, sir, very respectfully, your obedient servant,

By order: J. L. SMITH, *Capt. Corps of Engineers.*

Major BABCOCK, *Corps of Engineers, New Castle, Delaware.*

SIR: ENGINEER DEPARTMENT, WASHINGTON, *January* 24, 1824.

I have received your letter of the 22d instant, covering a table, exhibiting the number and position of the permanent fortifications within the district of Delaware, showing the state of the work, agreeably to a resolution of Congress of the United States of March, 1823; and, upon examining that report, it is with inexpressible mortification I find, notwithstanding your estimate for completing the work at Fort Delaware, and the assurance you gave me while I last visited you at New Castle, that the sums appropriated were sufficient to complete the fort, and that there would be a surplus of at least $10,000, that we now find that a further sum of $20,539 69 will be necessary to complete the works. On the assurance which you gave me that the appropriation was more than sufficient, I reported to the Secretary that Fort Delaware would be completed with the appropriations already made. On this the Secretary reported the state of that fort to the President, who made to the nation a similar exposé of the situation of Fort Delaware. Under these circumstances, it will be out of the question to think of asking for further appropriations for Fort Delaware.

You will, as early as practicable, make a detailed report to this department of the causes which gave rise to this difference, in order that the department may be enabled to judge of the course proper to be pursued.

I am, sir, respectfully, your most obedient servant,

ALEX. MACOMB, *Maj. Gen., Chief Engineer.*

To Major BABCOCK, *Corps of Engineers, New Castle, Delaware.*

B.

SIR: NEW YORK, *May* 15, 1815.

You will repair to Philadelphia, and report yourself to the commanding general of district No. 4, as engineer for the district. You will examine the Pea Patch, and the channels adjacent, and construct a plan for a permanent work to be erected on that site, and report to me the plan, with an estimate of cost, as soon as may be.

You will not construct any works that do not, on examining the plans, meet your approbation, unless you receive written orders to construct a particular work from the Secretary of War, the commanding general, or myself.

Lieutenant J. Craig will join you for duty—an amiable, industrious, and intelligent youth from the academy.

You will examine minutely Fort Mifflin, and report to me its situation, with such repairs and alterations as may be requisite to place the work in a *permanent state of defence*. Are any other works on the Delaware required? Is Fort Mifflin too large or too small; and is it of the requisite form?

Your respectful, humble servant, J. G. SWIFT, *Brigadier General.*

Capt. BABCOCK, *United States Engineers.*

C.

SIR: NEW CASTLE, *October* 1, 1818.

I have the honor to report to you that the work at the Pea Patch continues to progress as when I wrote last. Some of the grillage is received, and a number of men are employed in cutting off the heads of the piles at the level of low water, and laying the grillage, which is fastened with wooden pins. The foundation, as it is, seems to me sufficient; but it would be very agreeable to have it inspected by the board of fortifications before we commence with masonry, which will be early in the spring; every arrangement will have been previously made. The natural level of the ground of the work is fifteen inches below high water mark. I have used the earth taken from the piling, to raise it rather above high water. The number of men employed, of all kinds, is seventy.

With great respect, I am, sir, your obedient servant,

S. BABCOCK, *Captain Engineers.*

Brig. Gen. J. G. SWIFT, *Chief Engineer U. S.*

D.

Statement showing the nature, quantities, and cost of the several kinds of materials and workmanship, &c. necessary to complete Fort Delaware; also, of the quantities and value of the materials on hand, and the amount of funds, after defraying the expenses of the work, up to the 1st of June, including the balance of the last appropriation not yet drawn from the Treasury.

MATERIALS.

78,600	feet 3 inch plank, for 2d tier of platforms, at 22 cents,	$1,729 20
137,850	feet scantling, for sleepers, at 22 cents,	3,032 70
*16,000	feet boards,	400 00
*40,000	shingles, at 20 cents,	800 00
4,500	lbs. spikes,	360 00
4,000	lbs. nails,	320 00
*130	pairs hinges, for shutters,	97 50
*1,600	laths, for shingling,	128 00
32,000	feet scantling, for a gallery,	800 00
5,000	feet 1¼ inch plank,	125 00
*300	lbs. sheet lead,	24 00
*80	leaden spouts,	40 00
*80	tin leaders,	768 00
350	bushels lime, at 35 cents,	122 50
70	tons sand,	35 00
*Stuff	for gate, 1,000 feet,	30 00
*Stuff	for bridge, 7,000 feet,	175 00
Stuff	for bridge, 300 lbs. spikes,	24 00
Painters'	work,	1,000 00
*Plastering,		200 00
Smiths'	work, including screw bolts for girders,	1,000 00
*Carpenters'	work of roofing,	2,000 00
Carpenters'	work of galleries, casemates, 2d tier, platforms, magazines, &c.,	5,000 00
*Carpenters'	work for bridge,	200 00
*Carpenters'	work for gate,	100 00
		$20,610 90

MATERIALS ON HAND, JUNE 5, 1824.

Pine plank, 3 inch, 67,500 feet, at 22 cents,	$1,485 00
Pine scantling, 46,800 feet, at 22 cents,	1,029 60
Pine boards, 5,000 feet, at 20 cents,	100 00
Cedar shingles, 36,000 feet, at 20 cents,	720 00
Laths, 800, at 8 cents,	64 00
Coal, 10 bushels, at 40 cents,	4 00
Roman cement, 43 casks, at $9,	387 00
Cutting stone, 350 feet, at 25 cents,	87 50
Flagging stone, 900 feet, at 20 cents,	180 00
Rough stone, 60 perches, at 5 cents,	300 00
	$4,357 10

S. BABCOCK, *Major Engineers.*

Amount due carpenters and laborers for May,		$938 79
Do. masons, for cut stone,		2,000 00
Do. masons, for laying bricks,		240 00
Do. masons, for laying stone,		307 50
Do. for lumber, for gutters of roof of fort,		692 00
Do. for boards,		250 00
Do. for bricks,		256 00
Do. for sand,		71 00
Do. for iron and coals,		183 28
Do. for forage,		20 80
Do. for stationary,		5 00
Do. for nails, &c.,		365 50
Do. for oil and paint,		36 89
Do. for painting and glazing,		40 00
Do. for glass,		24 00
Do. for plasterer's work,		200 00
		$6,130 76

Amount of funds,	$6,588 77
Amount pledged,	6,130 76
Balance,	$458 01

Since the last estimate was made it has been found necessary to enlarge the plan of the roof, to make it more perfect; and a number of items have been thought of which did not present themselves before. The carpenters' work also proves, by experience, to be much more expensive than was anticipated.

The items marked with stars are most necessary.

S. BABCOCK, *Major Engineers.*

E.

SIR: NEW CASTLE, *March* 20, 1819.

I have the honor to transmit to you the copy of a contract for lumber. I take this opportunity to state that the foundation of the work at the Pea Patch is nearly completed; and that, as soon as the weather permits, we shall commence with the mason work, previously to which I hope the board of fortifications will visit the island and inspect the work as far as it is done.

With great respect, sir, your obedient servant,

S. BABCOCK, *Captain Engineers.*

To Col. W. K. ARMISTEAD, *Chief of Corps of Engineers.*

No. 3—F.

SIR: NEW CASTLE, *October* 26, 1821.

Herewith you will receive an estimate of the amount of funds necessary to complete Fort Delaware; also, an estimate of the least amount necessary to carry on the work with advantage the season next ensuing.

With great respect, I am, sir, your obedient servant,

S. BABCOCK, *Major Engineers.*

P. S. I have the honor to acknowledge the receipt of your order of the 22d instant.

Maj. Gen. MACOMB, *Chief Engineer.*

Estimate of the smallest amount of funds necessary to prosecute the work at Fort Delaware with advantage during the year 1821.

5,000 perches of pier stone, at 65 cents per perch,	$3,250 00
4,460 bushels of lime, at 33 cents per bushel,	1,471 80
820,000 bricks, at $8 per thousand,	6,560 00
1,000 tons of sand, at 50 cents per ton,	500 00
1,000 perches of range stone, at $2 50 per perch,	2,500 00
200 casks of Roman cement, at $9 per cask,	1,800 00
Lumber, nails, &c.,	1,000 00
Contingencies,	1,000 00
Resetting centres,	750 00
Labor, eight months, at $400 per month,	3,200 00
Laying 1,000 perches of range stone, at $1 50 per perch,	1,500 00
Laying 820,000 bricks, at $3 per thousand,	2,460 00
Cutting 20,000 feet of stone, at 25 cents per foot,	5,000 00
500 perches of building stone, at $1 per perch,	500 00
Laying ditto, at 75 cents per perch,	375 00
	$31,866 80

Estimate of the amount of funds necessary to complete Fort Delaware.

MATERIALS.

10,000 perches of pier stone to protect and preserve the northwest part of the island,	$6,500 00
For Fort Delaware, 5,000 perches of building stone, at $1 per perch,	5,000 00
1,000 perches of range stone, at $2 50 per perch,	2,500 00
820,000 bricks, at $8 per thousand,	6,560 00
8,460 bushels of lime, at 33 cents per bushel,	2,791 80
2,000 tons of sand, at 50 cents per ton,	1,000 00
200 casks of Roman cement, at $9 per cask,	1,800 00
3,000 tons of gravel, to level parade, at $1 per ton,	3,000 00
Iron railing, upper platform, 90,000 pounds, at 10 cents per pound,	9,000 00
Copper hinges, bolts, nails, &c. for 5 magazines, at $25 each,	125 00
	$38,276 80

WORKMANSHIP.

Laying 5,000 perches of building stone, at 75 cents per perch,	$3,750 00
Laying 1,000 perches of range stone, at $1 50 per perch,	1,500 00
Laying 820,000 bricks, at $3 per thousand,	2,460 00
Resetting centres, 5 sets, at $150 per set,	750 00
Carpenters' work.—Working girders, joists, floor, and balustrade of second tier,	3,730 00
Working girders, joists, floor, and balustrade of upper tier,	2,745 00
Of five magazines,	225 00
Gateway and bridge,	110 00
Embrasure shutters, 146, at $1 50,	217 00
Windows of men's barracks,	49 50
Labor, 8 months, at $400, $3,200; cutting of 62,500 feet of stone, at 25 cents, $15,622 50,	18,822 50
	$34,359 00

QUARTERS.

Two buildings for officers' quarters, 45 by 20 feet, and 2 stories high.

Foundation, piling, grillage, and plank,	$582 00
Walls—600 perches of stone, at $1 per perch,	600 00
600 bushels of lime, at 33 cents per bushel,	198 00
Lumber for officers' quarters, each, at $575,	1,150 00
Laying 600 perches of stone, at 75 cents per perch,	450 00
Plastering and materials, each, at $160,	320 00
Painting, glazing, &c.,	170 00
Ironmongery—locks, hinges, screws, nails, &c.,	194 00
Work and materials of two privies,	100 00
Contingencies,	1,500 00
	$5,264 00

Materials,	$38,276 80	
Workmanship,	34,359 00	
Quarters, &c.,	5,264 00	
Aggregate,		$77,899 80

No. 4—G.

SIR: NEW CASTLE, *November* 11, 1822.

Herewith you will receive my report of the present state of Fort Delaware, and an estimate of the probable expense of completing the same, accompanied with a plan and sections.

With great respect, I am, sir, your obedient servant,

S. BABCOCK, *Major Engineers.*

Maj. Gen. ALEX. MACOMB, *Chief Engineer.*

REPORT.

In obedience to your order, I have the honor to report on the present state of Fort Delaware.

During the present year 2,273 perches of stone have been laid in wall; five casemate arches, and two magazine arches, have been turned; eight buttresses have been made. Thinking it necessary not to delay the application of a remedy to those arches whose piers seemed insufficient, I had completed the buttresses above mentioned before the plan of the board of engineers arrived. With all deference to the superior professional skill of the board, I cannot but think that the plan, already partly carried into effect, is the most eligible. Experience proves that every mass of fresh masonry, however well made, unless every stone composing it is cut with a chisel, will settle within itself, more or less. Supposing the foundations to be perfect, therefore, the interior stone trusses or braces, prescribed by the board, would loosen themselves from the body of the pier by the settling, and thereby act merely as a weight, and consequently become useless; besides, the attempt to cut out portions of the piers now existing, in order to admit the stone truss, could only be made at the imminent risk of destroying the whole pier, and, of course, the series of arches comprising a face, (the stones being flinty, of irregular shape;) and the cutting out of a part of *one* would, in effect, be to undermine the pier. Further, the expense of cutting the stone alone of one buttress and its corresponding pier, according to the plan of the board, would amount to $331. Now, the taking down and rebuilding of one of the arches would cost as follows:

Taking down and cleaning 43,000 bricks, at $1 per 1,000,	$43 00
Relaying ditto, at $3 per thousand,	129 00
130 bushels lime, at 35 cents per bushel,	45 50
20 tons sand, at 50 cents per ton,	10 00
Waste of bricks 3,000, at $8 per 1,000,	24 00
	$251 50

Therefore, it would be cheaper to take down the arches in fault, enlarge their piers, and rebuild them. That this plan would be effectual cannot be doubted, when we take into view the arches contiguous, which, with a foundation precisely similar, are perfect: the difference between them is, that the one have larger piers than the others. The buttresses already made, however, appear to fulfil their destination; and I strongly hope that when they are inspected, it will be decided that those to be erected be made in the same manner.

There remain to be done, to complete the work, sixteen buttresses, seventeen casemated arches, the wall to be raised to its full height, two buildings for officers' quarters, platforms, railings, galleries, bridge, cisterns, gravelling parade, &c. &c. By covering the casemates with some *clean* and *hard* substance, and by the addition of gutters, a copious supply of pure water may be obtained for the use of the garrison. I would recommend to lay slates in water-proof cement. The original plan contemplated filling up between the arches with earth; this, from its tendency to keep the arches continually damp, as well as for the reason above stated, I think would be better omitted, at least in time of peace.

I beg leave to add, on the subject of cracks in the arches, that, in the profile sent me by the Engineer Department last summer, the crack is represented as extending quite *through* the arch, and as *widest* at the top. This is

a great mistake. The fact is, no crack or flaw of any kind was ever discovered on the superior surface of the arches. Those which exist are widest at *bottom*, and appear not to be deep.

It is deemed advisable to secure the upper part of the island, which has never been embanked, by a sea-wall of pier stone, thrown in in such a manner as to give a sufficient slope to insure solidity. This has been tried on a small scale, and found to answer. Its only expense is the cost of the stone. A tract of from eight to ten acres would be gained and secured. I have every reason to be satisfied with the wharfing made to secure the island from the surf. Each tide deposites a quantity of mud in its rear, which, in a year or two, will give a number of acres of soil in addition. On the subject of cultivation, permit me to add, that, during the present season, there has been raised a sufficiency of oats and hay to keep the public cattle until the next harvest.

The plan and profiles herewith will, I believe, give very correct ideas of the present state of the work.

All which is respectfully submitted:

S. BABCOCK, *Major Engineers.*

Maj. Gen. ALEX. MACOMB, *Chief Engineer U. S.*

Estimate of materials, labor, and workmanship to complete Fort Delaware, and to secure the island against the winds and tides.

2,512 perches of building stone, at $1 per perch,	$2,512
1,186 perches of range stone, at $2 per perch,	2,372
260,000 bricks, at $8 per thousand,	2,080
9,000 bushels of lime, at 35 cents per bushel,	3,150
1,000 tons of sand, at 50 cents per ton,	500
300 casks of water-proof cement, at $9 per ton,	2,700
3,000 tons of gravel for parade, at $1 per ton,	3,000
90,000 pounds cast iron railing, (upper platform,) at 10 cents per pound,	9,000
Copper hinges, bolts, nails, &c., for magazines,	100
Laying 5,942 perches of building stone, at 75 cents per perch,	4,456
Laying 1,380 perches of range stone,	2,070
Laying 705,000 bricks, at $3 per thousand,	2,115
Cuttting 50,000 superficial feet of stone, at 25 cents per foot,	12,500
Carpenters' work, lower platforms, laying platforms, making galleries and railing, including trussing girders,	3,730
upper platforms, laying platforms, making galleries and railing, including trussing girders,	2,745
of five magazines, $45 each,	225
Gateway and bridge,	110
Embrasure shutters,	217
Embrasure windows,	50
Resetting centres,	600
Two buildings for officers' quarters, each 45 by 20 feet, and two stories; foundation, piling, and grillage,	582
Walls—600 perches of stone, at $1 per perch,	600
600 bushels of lime, at 35 cents per bushel,	210
Lumber for officers' quarters,	1,150
Carpenters' work,	2,100
Masons' work—Laying 600 perches of stone, at 75 cents per perch,	450
Plastering,	320
Painting and glazing,	170
Ironmongery—Locks, bolts, screws, nails, hinges, &c.,	194
Two privies,	100
Labor of ten men ten months,	2,500
71,500 feet of plank, for platforms, at $20,	1,430
189,700 feet of scantling, for platforms, at $17,	3,224
177 piles, at $3,	531
37,280 slates, (and laying slates,) for covering arches and buildings,	4,473
To finish and put in order the well,	100
Four cisterns, at $75 each,	300
Plumber's bill for gutters, &c., materials and workmanship,	500
For sea-walls 9,000 perches pier stone, at 75 cents,	6,750
For repairing wharfing,	100
Contingencies,	1,500
Total amount,	$81,516

No. 6—H.

SIR: NEW CASTLE, *November* 25, 1822.

The unexpected magnitude of the estimate presented to complete Fort Delaware is accounted for as follows: first, by the addition to the plan during the present year of 30 buttresses; by the insertion, by mistake, of the items *foundation*, *walls*, *lime*, and *mason work of quarters*, the same being included in some of the preceding items; by addition of plank and scantling slate, to finish well, cisterns, plumber's bill, and repairs of wharfing, which were omitted in the former estimate. The work being kept a year longer in hand for want of adequate funds, the expense for labor and contingencies is necessarily increased. The same may be said of carpentry and smithery, as well as the additional expense of covering in the work from the weather, which consumes a great deal of scantling and boards. The particular mode of securing the casemates from wet has not yet been decided on. I am of opinion, however, that they can be preserved from dampness by a covering of water-proof cement, without slate. I have therefore made an addition to that item; and a platform of wood over it may be payed and caulked in the same manner as a ship's deck; as it has a slope of six inches, the rain water might be conveyed by gutters to the cisterns. As to balance, my last quarter's accounts, and last requisition for funds, show how that is. The estimate commences with the next year, supposing that the balance of this year, not received, will be expended as has been proposed, as agreed to. I send you a *new* estimate, in which I have suppressed certain items which are not essentially necessary for the work, viz: gravel for parade, iron railing, (which may very well be replaced with a wooden one, vastly cheaper,) slates, pier stone for sea-wall, &c., as you will see by comparing the two estimates; by which means, in spite of the additions, the amount may be kept within bounds, and without injury to the work. As to the minimum estimate, I have no alteration to make. In adding up the items of last year's estimate, I find the amount is greater than it should be: whether this arises from some mistake in copying, or by an error in adding the original, you will be able to judge.

With great respect, I am, sir, your obedient servant,

S. BABCOCK, *Major Engineers.*

Maj. Gen. MACOMB, *Chief Engineer U. S.*

Table exhibiting the estimate for Fort Delaware for 1822; *the amount of materials and workmanship used in* 1822, *up to* 31*st October; and the balance which, with additions since projected, constitutes the estimate for* 1823, *and to finish the work.*

No.				No.			
1	10,000 perches pier stone, - - - 65	$6,500 00	Purchased in 1822, up to Oct. 31, 721 perch, at 75 -	$540 37	1	Difference, 9,389 perches, at 75 - -	$7,041 75
2	5,000 perches building stone, - - - $1 00	5,000 00	Do. do. 3,587 $1 00 — 71 72	3,587 50	2	Do. 1,412½ $1 00 — 1,010 40	1,412 50
3	1,000 perches range stone, - - - 2 50	2,500 00	Do. do. 882½ 2 50 -	2,206 25	3	Do. 117½ 2 00 - -	235 00
4	820,000 bricks, - - - - 8 00	6,560 00	Do. do. 456,550 8 00 -	3,652 40	4	Do. 363,450 8 00 *58 75	2,907 60
5	8,460 bushels lime, - - - - 33	2,791 80	Do. do. 3,153 35 -	1,103 60	5	Do. 5,307 35 - -	1,857 45
6	2,000 tons sand, - - - - 50	1,000 00	Do. do. 651 50 — 63 11	325 50	6	Do. 1,349 50 — 106 14	674 50
7	200 casks Roman cement, - - - 9 00	1,800 00			7	Do. 200 9 00 - -	1,800 00
8	3,000 tons gravel, - - - - 1 00	3,000 00			8	Do. 3,000 1 00 - -	3,000 00
9	90,000 pounds iron railing, - - - 10	9,000 00			9	Dot 90,000 10 - -	9,000 00
10	Copper hinges, bolts, nails, &c. for magazines, -	*25 100 00			10	- - - - - -	100 00
11	Laying 5,000 perches building stone, at - 75	3,750 00	Laid in 1822, up to Oct. 31, 2,273 perches, at 75 -	1,704 75	11	Do. 2,727 75 - -	2,045 25
12	Laying 1,000 perches range stone, at - 1 50	1,500 00	Do. do. 870 $1 50 -	1,305 00	12	Do. 130 1 50 - -	195 00
13	Laying 820,000 bricks, - - - 3 00	2,460 00	Do. do. 293,000 3 00 -	879 00	13	Do. 527,000 3 00 - -	1,581 00
14	Carpenters' work, lower platforms, - - -	3,730 00	Centring and covering in work, - - - -	912 52	14		
15	Carpenters' work, upper platforms, - - -	2,745 00			15		
16	Carpenters' work, magazines, - - -	225 00			16		
17	Carpenters' work, gateway and bridge, - -	110 00			17		
18	Carpenters' work, embrasure shutters, - -	217 00			18	- - - - - - — 400	7,443 98
19	Carpenters' work, embrasure windows, - -	49 50			19		
20	Carpenters' work, resetting centres, - - -	—130 880 00			20		
21	Labor of 15 men 8 months, - - - -	3,200 00	Labor ten months, - - - - -	3,107 00	21	- - - - - - -	93 00
22	Cutting 62,500 superficial feet stone, at - 25	15,622 50	Stone cutting, 5,686 feet, at - - 25 cts. -	1,421 50	22	- - 56,814 feet, at 25 cts. —2 50	14,203 50
	Two buildings for officers' quarters, each 45 by 20, two stories:						
23	Foundation, piles, grillage, and plank, - -	582 00	For foundation of buttresses, 10,801, - — 560 82	1,142 82	23		
24	Walls, 600 perches stone, at - - - 1 00	600 00			24	- - - - - -	600 00
25	Walls, 600 bushels lime, at - - - 33	198 00			25	- - - - - -	198 00
26	Lumber for quarters, - - - - -	1,150 00	Boards and scantling for centres and covering, - -	567 80	26	- - - - - - — 1 00	583 20
27	Carpenters' bill, do. - - - - -	2,100 00			27	- - - - - -	2,100 00
28	Plastering, - - - - - -	320 00			28	- - - - - -	321 00
29	Painting and glazing, - - - - -	170 00			29	- - - - - -	170 00
30	Locks, screws, bolts, nails, hinges, &c. - -	194 00			30	- - - - - -	194 00
31	Laying 600 perches stone, at - - - 75	450 00			31	- - - - - -	450 00
32	Two privies, - - - - - -	100 00			32	- - - - - -	100 00
33	Contingencies, - - - - -	1,500 00		300 00	33	- - - - - -	1,200 00
	— 130					— 1,010 40	
	— 2,100	80,104 80	Forage $194 50, iron and coals $65 07, stationary $8, ox yokes $4, oars $15, smithing $69 68, — 358 75	358 75		— 106 14	59,505 73
	2,230					— 400 00	
	*25					— 2 50	
			— 71 72	23,114 56		— 1 00	
	— 2,205	— 2,205 00	— 63 11				
			— 560 82			— 1,520 04	
			— 358 75			*58 75	
		$77,899 80					— 1,461 29
			1,054 40	1,054 20	*—20		58,044 44
			*20				22,060 36
				$22,060 36			$80,104 84

N. B. The price of lime and pier-stone in 1821 and 1822 is different.

Estimate of materials and workmanship to complete Fort Delaware.

1.	2,512 perches building stone, at $1 per perch,	$2,512 00
2.	1,186 perches building stone, at $2 per perch,	2,372 00
3.	260,000 bricks, at $8 per thousand,	2,080 00
4.	9,000 bushels of lime, at 35 cents per bushel,	3,150 00
5.	1,000 tons of sand, at 50 cents per ton,	500 00
6.	300 casks Roman cement, at $9 per cask,	2,700 00
7.	Copper hinges, bolts, &c. for magazines,	100 00
8.	Laying 5,942 perches building stone, at 75 cents per perch,	4,456 00
9.	Laying 1,380 perches range stone, at $1 50 per perch,	2,070 00
10.	Laying 705,000 bricks, at $3 per thousand,	2,115 00
11.	Labor of ten men ten months,	2,500 00
12.	Cutting 50,000 superficial feet of stone, at 25 cents per foot,	1,250 00
13.	Carpenters' work, lower platform, including trussing girders, galleries, and railing,	3,730 00
14.	Carpenters' work, upper platform, including trussing girders, galleries, and railing,	2,745 00
15.	Carpenters' work of 5 magazines,	225 00
16.	Carpenters' work of gallery and bridge,	110 00
17.	Carpenters' work of embrasure shutters,	217 00
18.	Carpenters' work of embrasure window,	50 00
19.	Carpenters' work of resetting centres,	600 00
20.	Lumber for 2 buildings for officers' quarters,	1,150 00
21.	Carpenters' work for officers' quarters,	2,100 00
22.	Plastering,	320 00
23.	Painting and glazing,	170 00
24.	Ironmongery for officers' quarters,	194 00
25.	2 privies,	100 00
26.	71,500 feet of plank, for platforms and galleries,	1,430 00
27.	189,700 feet of scantling, for platforms and galleries,	3,224 90
28.	177 piles,	531 00
29.	To finish well,	100 00
30.	4 cisterns,	300 00
31.	Plumber's bill,	200 00
32.	Contingencies,	1,500 00
	Total amount,	$56,051 90

No. 7—J.

SIR: NEW CASTLE, *January* 22, 1824.

I have the honor to transmit to you, herewith, a table, &c., agreeably to your order of July last: a report (or memoir) I am at work upon, and shall complete as soon as I receive from Captain De Russey an abstract of payments by him made last November. I had believed that I had furnished him with sufficient data on which to found the report called for: I regret, extremely, that it was not found so. The furlough asked by me last fall was the first I have enjoyed for thirteen years, it being *solely* for the recovery of my health. I calculated I had nothing else to attend to. This circumstance will, I hope, constitute a claim on your indulgence, should any thing be found wanting in *form*.

With great respect, sir, your obedient servant,

S. BABCOCK, *Major Engineers.*

Maj. Gen. ALEX. MACOMB, *Chief of Engineer Corps.*

Table exhibiting the number and position of the permanent fortifications within the district of Delaware, showing the state of the work, agreeably to a resolution of the Congress of the United States of March, 1823.

Name or designation of the fortification.	Position.		Period.		Magnitude.	Cost of works erecting.		Armament.														Garrison.	
								Cost		Cannon.						Mortars.			Howitzers.				
	What frontier.	What State.	When begun.	When to be finished.	Indicated by the length of the line along the crest of the parapet.	Of construction up to 30th September, 1823.	Contemplated for completion.	Of furnishing complete for a war establishment.	Of furnishing for a peace establishment.	Thirty-two pounders.	Twenty-four pounders.	Eighteen pounders.	Twelve pounders.	Nine pounders.	Six pounders.	Thirteen inch.	Ten inch.	Eight inch.	Ten inch.	Eight inch.	Five and half inch.	Requisite for war.	Requisite for peace.
Fort Delaware.	Delaware Bay.	Delaware,	1817	1824	1,899 feet,	*$369,472 97	$30,875 82	$150,000	$15,000	70	70	84	-	-	-	5	5	-	2	2	-	1,500 men.	100 men.

* In the cost of construction is included the cost of wharfing, to a large extent, to secure the Pea Peach from the action of the waves; and, as the same hands were employed on the fortifications and embankments, the different items are inseparably connected, and it is impossible to say with exactness the amount of wharfing and embanking. I estimate it at not less than $50,000.

S. BABCOCK, *Major Engineers.*

No 9—K.

SIR: NEW CASTLE, *January* 29, 1824.

Your letter of the 24th is received. I find you have misunderstood my meaning in the table I had the honor to transmit to you. As regards the sum required to finish Fort Delaware, the calculation was made from the 30th *September*, 1823, and not from the present time; that sum, in fact, being the unexpended balance of the appropriation at that time; consequently, what has been expended since is to be deducted, to find the sum required from the present time. It has been a long time since I have been able to see the work; but I am preparing an estimate. I suspect there must have been some waste last fall, in consequence of the want of good superintendence; but I never calculated that any further appropriation would be found necessary, although I know that is the opinion of Captain De Russey.

With great respect, I am, sir, your obedient servant,

S. BABCOCK, *Major Engineers.*

To Maj. Gen. ALEXANDER MACOMB, *Chief Engineer.*

No. 10—L.

SIR: NEW CASTLE, *February* 17, 1824.

Herewith you will receive an estimate of the cost of finishing Fort Delaware from the present date. The reasons why it exceeds the amount of funds not drawn, together with the balance on hand, are as follows:

1st. When the estimate was made in 1822, the plan of roofing was not adopted, and, of course, not included therein. This has or will cost about $7,000; a much greater sum than was calculated on at first, although I employed to assist me in making it a very able mechanic of Philadelphia.

2d. The destruction of embankments last April, which could not have been foreseen.

3d. When the estimate was made, there was a fair prospect of obtaining stone for coping from this neighborhood: we were disapointed; and, being obliged to procure them from New England, the cost was greatly enhanced.

4th. The cost of the pier stone, to secure the breaches made by the April gale.

5th. The unprecedented sickness of the last season, which rendered even those who were not attacked with it only the half of themselves, from apprehension and discouragement.

As to the carpenters' work, I confess I have been deceived. It is the most difficult thing in the world to estimate; even among the carpenters themselves, it is a sort of guess-work. The fact is, Fort Delaware, from its peculiar situation, is liable to many expenses which are not to be foreseen, particularly as the cost of wharfing and embanking have already been blended with the work itself. While I am on the subject of embankments, permit me to recommend that an appropriation be made for the *particular purpose* of securing the island. What has been done, I did on my own responsibility out of the fortifications' fund: it was a case of necessity; but to make a permanent establishment of it, would require at least $20,000.

In conclusion, I have only to add, that my best faculties of mind and body have been employed to *make* Fort Delaware and its appendages what they should be.

With great respect, I am, &c.

SAML. BABCOCK, *Major Engineers.*

To Maj. Gen. MACOMB, *Chief Engineer U. S.*

Estimate of the amount of funds required to complete Fort Delaware.

Carpenters' work of two buildings for officers' quarters,		$1,900 00
Platform of second tier,		3,000 00
Upper tier and weather-boarding,		650 00
Framing roof and shingling,		1,675 00
Gutters of roof,		1,160 00
Three casemates for barracks,		300 00
Painting and glazing,		90 00
Plastering and materials,		200 00
Cost of two privies,		150 00
Mason work—Laying 1,933 perches of building stone,		1,449 75
Laying 320 perches of range stone,		480 00
Cutting 15,000 feet of stone,		3,750 00
Laying 170,000 bricks,		510 00
Smith work—One smith three months,		90 00
Materials—6,000 feet of coping stone,		1,500 00
1,733 perches of building stone,		1,733 00
220 perches of range stone,		550 00
150,000 bricks,		1,200 00
Labor of ten men four months,		1,000 00
10,000 shingles,		200 00
Nails and spikes,		500 00
Contingencies—Cost of furnishing workmen with water,		90 00
Compensation for disbursements,		240 00
	22,507 75	
Unexpended balance,		12,752 00
Difference,		$9,755 75

FEBRUARY 17, 1824.

M.

SIR: TROY, *April* 22, 1816.

When I was at West Point, a few days ago, I examined Bellidore's work very attentively, to determine the manner in which he generally secured his foundation. There was no instance in which he placed the piles more than three feet from centre to centre. I found, too, that in the detail he gives of the great sluices, &c., about which he writes, and some of which were constructed by the greatest engineers, (Vauban and others,) there was no case of their being nearer. I considered this information might be useful to you. I beg leave to offer the sketch below, as one that shows an arrangement of piles and grillage, that will be sufficient, according to the practice stated above.

[*Here, in the original, is a diagram of the plan.*]

The whole work of the piers, from the piles to the finishing at top, must be kept separate from that of the exterior walls.

The piles may be sawed off at low water mark, but all the spaces between the "crossing and length timbers" must be filled in, either with masonry, well laid in clay, or, if the mud be very hard, mud-rammed, and very much compacted, so that the "length timbers" and planks may be separated by it, as well as the wood work beneath them. Mud must be rammed on the outside, too, of the piles and exterior walls. The outside courses of piles should be left six inches higher than the others; so that the ends of the "crossing timbers" being "spotted," they can be secured to those piles by pins, thus:

[*Here, in the original, is a diagram of the plan.*]

The dots show where the mud should be rammed to exclude the air from, and to support the wood work of the foundation; and, indeed, if all the earth, to the level of the parade, be thus rammed, the object will the more certainly be accomplished.

I should be very glad to hear from you, of your progress, and projects, and difficulties, and of the expense.

I am, in great haste, yours,

JOS. G. TOTTEN.

Capt. SAMUEL BABCOCK, *Engineer.*

ORDERS.—No. 70.

ADJUTANT GENERAL'S OFFICE, WASHINGTON, *September* 22, 1824.

By direction of the Secretary of War, the general court-martial, of which Colonel Archer, inspector general, is president, convened by general order of the 10th of August, 1824, at New Castle and at Wilmington, Delaware, for the trial of Major S. Babcock, of the corps of engineers, is dissolved; Major Babcock is released from arrest, and will repair to Old Point Comfort, and report himself to Lieutenant Colonel Charles Gratiot, of the corps of engineers, for duty as an assistant.

Communicated by order of Major General Brown.

SAMUEL COOPER, *Aid-de-camp.*

18th CONGRESS.] No. 265. [2d SESSION.

MILITIA RETURNS.

COMMUNICATED TO THE SENATE, JANUARY 31, 1825.

SIR: DEPARTMENT OF WAR, *January* 29, 1825.

I transmit, herewith, an abstract of the general annual returns of the militia by States and Territories, together with an abstract of the annual returns of arms and accoutrements, prepared in conformity with the act of Congress of March 2, 1803.

I have the honor to be, your obedient servant,

J. C. CALHOUN.

The PRESIDENT OF THE SENATE U. S.

SIR: ADJUTANT GENERAL'S OFFICE, WASHINGTON, *January* 28, 1825.

I have the honor of handing you, herewith, an abstract of the general annual returns of the militia by States and Territories, together with an abstract of the annual returns of arms and accoutrements, prepared in conformity with the act of Congress of March 2, 1803.

It will be seen, on an examination of these documents, that the law above mentioned has not been complied with by several of the States for many years; no returns having been received from the States of Delaware, Maryland, and Mississippi, since 1814, and none from the States of South Carolina, Georgia, and Alabama, since 1820.

I have the honor to be, sir, with great respect, your obedient servant,

CHARLES J. NOURSE,
Acting Adjutant General.

To the SECRETARY OF WAR

Abstract of the general annual returns of the militia of the United States, by States and Territories, taken from the latest returns at this office.

States and Territories.	Returns.		Infantry, Grenadiers, Light Infantry, & Riflemen.							Cavalry.					Artillery.					Aggregate.	
	For what year received.	Date of.	No. of division.	No. of brigades.	No. of regiments.	No. of companies.	Commissioned officers, including division & brigade staff.	Non-commissioned officers, musicians, and privates.	Total.	No. of regiments or battalions.	No. of companies.	Commissioned officers.	Non-commissioned officers, musicians, and privates.	Total.	No. of regiments.	No. of companies.	Commissioned officers.	Non-commissioned officers, musicians, and privates.	Total.		
Maine, - -	1824	Jan'ry 1, 1825,	7	14	52	506	1,852	33,361	35,213	–	25	131	1,037	1,168	–	27	112	1,728	1,840	38,221	
New Hampshire, -	1824	–	3	6	39	397	1,453	23,902	25,355	–	42	162	1,639	1,801	–	39	110	1,439	1,549	28,705	
Massachusetts, - -	1824	December 27, -	7	16	66	633	2,493	46,348	48,841	11	46	232	1,603	1,835	17	51	221	2,945	3,166	53,842	
Vermont, - -	1823	March 20, 1824,	4	10	35	–	1,330	21,790	23,120	–	–	123	1,302	1,425	–	22	83	953	1,036	25,581	
Rhode Island, - -	1824	December 25, -	1	4	14	112	480	9,394	9,874	–	7	30	410	440	–	7	33	465	498	10,812	
Connecticut, - -	1824	November 16, -	3	7	24	271	1,033	21,784	22,817	5	22	121	1,015	1,136	6	38	190	2,145	2,335	26,288	
New York, - -	1823	Febr'y 5, 1824,	25	52	205	1,812	6,960	125,689	132,649	17	72	470	4,978	5,448	21	128	475	8,147	8,622	146,719	
New Jersey, - -	1823	December 16, -	4	13	47	489	1,817	36,840	38,657	5	35	163	1,748	1,911	1	30	85	1,630	1,715	42,283	
Pennsylvania, - -	1823	December 31, -	16	32	129	1,611	–	–	155,370	–	–	–	–	1,614	–	–	–	–	1,528	158,512	
Delaware, - -	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	7,451	No return since 1814.
Maryland, - -	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	32,189	No return since 1811.
Virginia, - -	1824	November 29, -	5	22	128	1,030	3,338	80,561	83,899	5	105	364	7,114	7,478	5	69	202	5,130	5,332	96,709	
North Carolina, -	1824	November 28, -	8	18	89	677	2,683	54,973	57,656	5	17	88	528	616	1	6	14	167	181	58,453	
South Carolina, -	1820	–	5	10	41	431	1,636	24,263	25,899	9	36	172	1,407	1,579	1	16	37	705	742	28,220	
Georgia, - -	1819	Jan'ry 29, 1820,	5	10	41	223	1,691	26,811	28,502	–	13	46	877	923	–	4	11	215	226	29,651	
Alabama, - -	1820	December 11, -	4	9	34	134	544	10,126	10,670	–	5	16	316	332	–	3	10	269	279	11,281	The adjutant general reports 16 regiments not heard from, and the militia may be estimated at 20,000.
Louisiana, - -	1821	Aug. 19, 1822,	2	5	20	148	542	9,360	9,902	–	7	28	227	255	–	1	4	28	32	10,189	
Mississippi, - -	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	5,291	No return since 1812.
Tennessee, - -	1823	Jan'ry 31, 1824,	2	10	–	–	1,999	39,478	41,477	–	–	132	1,076	1,208	–	–	–	–	–	42,685	The Governor reports several brigades not heard from.
Kentucky, - -	1824	December 10, -	13	26	113	945	3,420	62,370	65,790	–	–	78	985	1,063	–	–	26	532	558	68,013	The adjutant general reports the 16th regiment not heard from, say 602, added in the aggregate.
Ohio, - -	1823	Jan'ry 22, 1824,	10	38	115	1,036	4,019	83,281	87,300	8	40	206	2,379	2,585	–	19	55	1,174	1,229	94,896	The adjutant general reports the strength of the 1st brigade 3,782, included in the aggregate.
Indiana, - -	1823	December 12, -	–	14	33	261	988	13,931	14,919	2	12	49	542	591	–	7	26	282	308	15,818	
Illinois, - -	1822	–	2	5	21	127	650	7,660	8,310	–	–	–	–	–	–	–	–	–	–	8,310	
Missouri, - -	1823	December 31, -	2	5	30	–	235	3,286	3,521	–	–	–	–	–	–	–	–	–	–	3,521	The adjutant general reports the militia to amount to 10,000.
Michigan Territory, -	1822	November 16, -	–	1	4	22	80	1,311	1,391	–	1	2	12	14	–	2	6	92	98	1,503	
Arkansas Territory, -	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	No return.
Florida Territory, -	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	No return.
District of Columbia, -	1824	January, 1825, -	–	1	–	27	109	2,491	2,600	–	–	–	–	–	–	–	–	–	–	2,600	One brigade not accounted for.
																				1,047,743	

ADJUTANT GENERAL'S OFFICE, WASHINGTON, *January* 28, 1825.

CHARLES J. NOURSE, *Acting Adjutant General.*

Abstract of the annual returns of arms and accoutrements, and ammunition of the militia of the United States, by States and Territories, taken from the last returns received at this office.

States and Territories.	Muskets.	Bayonets.	Cartridge boxes and belts.	Bayonet belts and scabbards.	Brushes and picks.	Ball screws and worms.	Spare flints.	Ball cartridges.	Rifles.	Powder horns.	Pouches.	Loose balls.	Pounds of rifle powder.	Horsemen's pistols.	Swords.	Sword belts and scabbards.	Knapsacks.	Canteens.	Haversacks.
Maine,	19,062	18,767	19,688	18,770	18,950	–	35,088	371,990	657	507	556	1,361	188	1,085	1,570	1,534	18,499	–	50
New Hampshire,	16,694	15,872	16,299	16,311	16,159	–	29,524	–	244	201	165	–	–	2,659	2,495	2,576	15,953	16,044	35
Massachusetts,	32,128	32,222	24,299	23,457	24,335	–	50,982	266,112	2,378	1,939	1,829	21,132	620¾	1,663	2,703	2,703	22,665	–	112
Vermont,	15,986	15,081	17,696	11,910	15,438	–	23,110	–	265	116	275	–	–	2,778	2,624	1,994	–	7,620	13,508
Rhode Island,	7,195	6,393	7,052	7,033	5,614	–	–	–	–	–	–	–	–	821	671				
Connecticut,	22,080	22,317	17,952	17,876	15,746	160	87,462	266,064	880	179	–	14,158	46¾	3,724	3,300	3,300	9,540	199	13
New York,	42,794	41,131	43,327	41,415	19,441	266	55,759	6,836	18,427	18,199	16,863	59,651	2,045	8,590	13,135	–	1,268	–	74
New Jersey,	15,394	5,888	3,902	3,973	–	–	–	–	708	167	176	–	–	1,596	2,074	2,074	1,022	481	5
Pennsylvania,	25,663	–	–	–	–	–	–	–	1,998										
Delaware.*																			
Maryland.*																			
Virginia.*																			
North Carolina,	9,141	6,059	1,942	1,188	2,865	484	1,457	248	14,069	23,687	11,942	3,336	1,167	862	2,985	2,025	6	10	
South Carolina.*																			
Georgia,	5,567	5,567	4,840	451	–	–	10,000	–	2,506	2,314	–	2,314	–	600	295	295			
Alabama,	2,905	15	7	13	742	368	6,613	180	2,302	2,916	3,103	184	84	6	101	13	22	23	3
Louisiana.*																			
Mississippi.*																			
Tennessee,	1,168	137	337	137	–	–	–	–	12,533	11,031	11,031	–	–	485	1,481				
Kentucky,	3,174	1,479	1,371	1,078	181	95	1,937	1,781	21,106	10,925	10,378	133,506	5,223½	816	1,967	1,026	53	9	5
Ohio,	20,110	–	–	–	–	–	–	–	15,630	–	–	–	–	2,390	3,649				
Indiana,	596	331	169	291	–	–	7,131	–	4,703	4,165	3,548	33,988	2,730	332	498	498	1		
Illinois,	236	194	155	12	60	20	2,805	102	1,150	1,152	1,151	8,847	693	24	46	46	1	3	
Missouri,	290	31	11	18	45	173	819	–	1,576	1,349	893	5,734	410	60	68	36			
Michigan,	10	–	–	–	–	48	116	30	2	78	78	1,172	15	–	4	4			
Arkansas.*																			
Florida.*																			
District of Columbia.*																			

* No return of arms, &c. from these States.

ABSTRACT—Continued.

States and Territories.	Drums.	Fifes.	Bugles and trumpets.	Ordnance and ordnance stores.																				
				Brass cannon.					Iron cannon.					Sponges and rammers.	Ladles and worms.	Bricoles and drag ropes.	Trail handspikes.	Lead aprons.	Ammunition boxes.	Caissons.	Ammunition wagons.	Tumbrils and powder carts.	Sets of harness.	Lbs. of cannon powder.	Rounds of shot and shells.
				3 and 4 pounders.	6 pounders.	9 pounders.	12 pounders.	Calibres not known.	3 and 4 pounders.	6 pounders.	9 pounders.	12 pounders.	Calibres not known.											
Maine,	524	453	28	34	20	–	–	–	–	–	–	–	–	64	54	93	55	35	87	–	–	27	120		
New Hampshire,	752	–	46	37	–	–	–	–	1	–	–	–	–	38	40	71	35	24	68	–	–	9	47		
Massachusetts,	629	472	120	57	46	–	2	–	–	–	–	–	–	166	112	780	154	93	195	–	–	57	232		
Vermont,	422	469	7	–	–	–	–	20																	
Rhode Island,	146	152	–	–	–	–	–	12																	
Connecticut,	698	453	53	15	14	–	–	–	3	49	9	5	–	95	62	14	62	53	85	1	1	–	15	6,625	6,349
New York,	2,529	2,170	248	–	–	–	–	70	–	–	–	–	32	108	92	185	–	51	151	–	–	–	123	662	
New Jersey,	386	325	64	–	–	–	–	–	9	17	–	–	–	42	42	46	27	–	–	–	–	21	25		
Pennsylvania,	–	–	–	–	–	–	–	30	–	–	–	–	13												
Delaware.*																									
Maryland.*																									
Virginia.*																									
North Carolina,	629	607	23	–	–	2	–	–	2	–	–	–	–	2	2	–	–	–	4	–	–	–	2		
South Carolina.*																									
Georgia,	30	30	17	–	4	–	–	–	–	5	–	–	–	9	15	18	18	19	18	2	6	1	21	5,986	79,881
Alabama,	9	9	1	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	838	
Louisiana.*																									
Mississippi.*																									
Tennessee,	314	293	28																						
Kentucky,	264	237	8	–	–	–	–	–	–	10	–	–	–	10	5	31	12	3	6	2	1	–	9		
Ohio,	643	583	90	4	5																				
Indiana,	137	129	5	–	5	–	–	–	–	–	–	–	–	5	5	26	8	4	6	–	–	–	5	12	4
Illinois,	12	12	1																						
Missouri,	22	22	1																						
Michigan,	1	1																							
Arkansas.*																									
Florida.*																									
District of Columbia.*																									

ADJUTANT GENERAL'S OFFICE, WASHINGTON, *January* 28, 1825.

CH. J. NOURSE, *Acting Adjutant General.*

* No return of arms, &c. from these States.

NOTE.—This return of arms, &c. taken from returns corresponding in date with those which furnish the strength of the militia.

18th Congress.] No. 266. [2d Session.

PAY OF NON-COMMISSIONED OFFICERS.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, FEBRUARY 1, 1825.

Mr. Hamilton, from the Committee on Military Affairs, to whom was referred a resolution of the House of Representatives, instructing them "to inquire into the expediency of making a discrimination between the pay of the first sergeants in the several companies of the army of the United States and the other non-commissioned officers, as well as to the propriety of giving them certain privileges calculated to increase the responsibilities and importance of that grade," reported:

That, after a careful examination of the subject, they are induced to believe that there are sound considerations connected with the *moral force* of the army, which urge the adoption of the proposed discrimination. It is entirely obvious that the great utility of the regular army of the United States, in time of peace, must depend on the nature of its materials—on its adaptation to concentrate science and moral excellence, which, on the immediate exigency of war, may be susceptible of prompt diffusion over an increased and extended numerical organization. To the first of these purposes, the academy at West Point is operating results of the highest and most beneficial character; and, to promote the last, your committee cannot conceive a measure of more salutary tendency than to afford inducements to a better educated and more moral class of our citizens to go into the non-commissioned grades of an army.

In time of peace, when the price of labor usually rises, and when the love of glory, and the peculiar incentives to patriotism which are common in a time of war, have little or no operation, it is impossible to procure, at the present rate of compensation, (except in very rare instances,) men by whose probity, sobriety, zeal, and intelligence, the discipline of the several companies of the army is to be mainly upheld. The value of human labor, like every other commodity, is determined by its price. And the fact will not admit of dispute, that it is possible to obtain, for twelve dollars, a class of men whose time is not to be purchased for nine dollars per month.

In order to give a permanent importance and value to the station of a non-commissioned officer in the army, your committee concur fully in the expediency of exempting him from arbitrary and capricious removal and degradation from his rank, on the exclusive responsibility of a single officer, and without even the intervention of the forms of justice—a measure well calculated, in mortifying the pride, to diminish the usefulness of a soldier.

The whole additional expense in the proposed increase of pay of the sergeants will not exceed twelve or thirteen thousand dollars annually—an amount which, your committee believe, will be saved by a diminution of desertion, the probable result of superinducing a superior efficiency in this grade, whose example and vigilance cannot fail to have a strong operation on this crime, of such alarming increase, and entailing on the service such onerous expense.

Your committee will conclude with a single remark, that it has always appeared a signal mistake in the structure of our army, that, in compensation and organization, the sergeants should be brought down so entirely to a level with the privates of the several companies, producing an equality altogether destructive of discipline and subordination. In the French service, where we are to look for the highest example of military efficiency, a sergeant of a company enjoys a consideration and many privileges calculated to impress him with that self-pride which is the basis of all excellence in the profession of arms. In a word, our true policy is, as our peace establishment in numbers must be *small*, in moral efficiency to make it *powerful*.

In conformity with these views, your committee report a bill increasing the pay of the sergeant major and quartermaster sergeant of each regiment, and first sergeant of each company, from nine dollars per month to twelve, and of the other sergeants to ten dollars; and also exempting those officers from a deprivation of their rank, except by sentence of a regimental, garrison, or company court-martial.

18th Congress.] No. 267. [2d Session.

FORTIFICATIONS ON DAUPHIN ISLAND.

COMMUNICATED TO THE SENATE, FEBRUARY 9, 1825.

Sir: Department of War, *February* 7, 1825.

In pursuance of an act of Congress, passed on the 3d of March, 1823, authorizing me to appoint a suitable person to "ascertain whether there has been any failure on the part of the United States in the fulfilment of the contract for erecting fortifications on Dauphin island; and, if so, to ascertain the amount of damages thus sustained by Richard Harris and Nimrod Farrow, the contractors, by such failure; and also to ascertain whether the said contractors themselves have failed in fulfilling the contract on their part, and the cause of such failure;" Mr. Swann, of Alexandria, was appointed, and, after a laborious investigation of the subject, has furnished to this Department a full report thereon, accompanied with the documents containing the data upon which it was formed.

I have the honor to transmit, herewith, a copy of this report, and a list of the documents that accompanied it, and respectfully to report them to the Senate, and to refer to my report on the same subject to the House of Representatives, in which the act originated, for the documents contained in the list, copies of which could not have been prepared for this report without great delay, on account of their being very voluminous.

I have the honor to be, sir, with the greatest respect, your most obedient servant,

J. C. CALHOUN.

The Hon. the President of the Senate.

List of documents accompanying the report of the commissioner, Thomas Swann, Esq., in the case of Messrs. Harris and Farrow.

1. Robert Green's deposition.
2. B. Alsop's deposition.
3. Eaton's statement verified by Alsop.
4. Dr. A. Salie's deposition.
5. Edward Clarke's deposition.
6. Edward Clarke's supplemental deposition.
7. Seth Belknap's deposition.
8. Joseph T. Dangerfield's deposition.
9. John Ryan's deposition.
10. Richard W. Naylor's deposition.
11. Richard W. Naylor's supplemental deposition.
12. Colonel Fisher's deposition.
13. Israel Ketcham's deposition.
14. Gilbert C. Russell's deposition.
15. Extract from Captain Gadsden's letters of 20th April and 6th June, 1820.
16. Extracts from Lieutenant Story's letter of 3d April, 1821.
17. General Macomb's letter of 9th January, 1824, referred to in E. Clarke's supplemental deposition
18. Estimate by the board of engineers, referred to in E. Clarke's supplemental deposition.

(No number 19.)

20. Case of Eckford and Brown.
21. Additional depositions of Colonels Russell and Fisher.
22. Colonel Justus Post's deposition.
23. Colonel Fisher's supplemental deposition.
24. Benjamin Baden's deposition.
25. Affidavit of Major William Henry.
26. Depositions of John Cohagen and Richard Staunton.

Memorial of N. Farrow (printed pamphlet, March 22, 1824,) for himself and Richard Harris.

Extract from President's message of 3d December, 1821, and sundry references to public documents, state papers, &c.

Statement of the claim of Farrow & Harris against the United States, $465,301 07, exclusive of damages, &c.

April 1, 1824. N. Farrow remarks to Mr. Swann on his case.

April 10, 1824. General Macomb encloses to Mr. Swann a copy of the Engineer Department's report upon the case of Harris & Farrow, dated June 7, 1822, with documents accompanying, marked from A to K, (three marked F.)

April 24, 1824. Estimates of what would have been the probable cost of executing the earth work and masonry for the fort at Dauphin Island, (memoranda for Mr. Swann.)

September 15, 1824. William Crawford promises to furnish Mr. Swann with testimony.

Copy of estimate by the board of engineers of the cost of the fort projected for Dauphin Island.

January 18, 1825. General Macomb encloses to Mr. Swann an extract from the analysis of prices prepared by General Bernard.

February 3, 1825. N. Farrow encloses to the Secretary of War a copy of a letter from W. Jones to Mr. Swann, in regard to the business of the commission.

REPORT.

The undersigned commissioner, having been appointed by the honorable the Secretary of War to ascertain whether there has been any failure on the part of the United States in the fulfilment of the contract for erecting fortifications on Dauphin Island; and, if so, to ascertain and report to Congress the amount of damages thus sustained by Richard Harris and Nimrod Farrow, the contractors, by such failure; and also to ascertain and report whether the said contractors themselves have failed in fulfilling the contract on their part, and the cause of such failure, respectfully reports:

That the contract under which this fortification was to have been erected was entered into on the 17th of July, 1818; and, according to the terms of it, the work was to have been commenced by the 1st of December in that year, and to have been finished by the 1st of December, 1821.

That, in pursuance of this contract, the contractors, in the fall of 1818, engaged a number of white laborers, and made considerable preparations for the commencement of the work, and proceeded to Dauphin Island, some time previous to the month of December in that year.

That, upon their arrival at that place, they found no one on the part of the Government to designate the spot upon which the fortification was to be erected; and, for want of this designation, the work was not commenced until some time in the month of January following.

That, from the period of its commencement to the time of the abandonment of the work, on the part of the Government, in the spring of 1821, the contractors were industriously and zealously engaged in the prosecution of it; and, from the preparations which they had made, confident expectations were entertained by several of the witnesses that the work would be completed within the period prescribed by the terms of the contract. Without deciding whether this could be effected within this period of time, the commissioner is of opinion that, as the contractors had until the 1st of December, 1821, to perform the work, they could not be chargeable with any failure to perform it before the expiration of that period; and that, as the Government had abandoned the work before that time, they had, by so doing, broken the contract, and become chargeable to the contractors for such damages as they had sustained in consequence of it.

In estimating these damages, the commissioner deemed it proper to inquire, in the first place, how far the Government had committed themselves to the contractors, in their expenditures upon this fortification.

It has been insisted, on the part of the contractors, that the Government had committed themselves to the extent of the estimate of the board of engineers; and that, according to this estimate, the cost of this fortification would have amounted to $694,000; and most of the witnesses have made their estimate of the profits which would be realized by the contractors upon this basis.

By referring to this estimate, it will be seen, that in the addition of the number of cubical yards of brick masonry, which the estimate supposed would be contained in a part of the work, there was a mistake of 10,000 yards; that is to say, instead of 39,999 yards, which the addition purported to contain, there were only 29,999. So that

if the Government had been bound to the extent of the estimate, that estimate, according to its real amount, would have been $584,000, instead of $694,000. But the commissioner proceeded to inquire whether the Government was bound to this extent.

By a reference to the contract, it will be seen that, although the whole benefit of it was given to Richard Harris, the Government only bound themselves to construct thirty thousand cubical yards of masonry, and to excavate and remove 100,000 cubical yards of earth. Every thing beyond this seemed to the commissioner to be left to the discretion of the Government; and therefore, that, if they should decide to vary the plan, or to abandon it altogether, the contractors could have no further claim upon them than to the extent to which they were bound; believing, however, that if the Government, through their agent, had given to the contractors reason to believe that $694,000 or $584,000 would be expended upon this fortification, and that they had, in consequence of this belief, incurred expenses which would not have taken place if such belief had not been entertained, the Government ought, in justice, to make good the damage which might have been thus sustained. The commissioner proceeded to inquire whether the contractors had incurred any expense or made any preparations towards the fulfilment of this contract, which they would not have incurred if such belief had not been entertained. The commissioner has not been able to perceive that any additional expense has been incurred on this account. It has seemed to him that the preparations made by the contractors, and the expenses incurred by them, were such as were necessary the fulfilment of the written contract, and not beyond the necessity of that state of the case. He has accordingly felt himself bound to adopt the written stipulation of the Government as the basis upon which his estimate of damages was to be made; and upon this principle, the earth and brick work of this contract, for which the Government would be accountable, would have amounted to $413,800. (See note 1.)

As to the carpentry, and other items of work, designated in the contract, no amount was mentioned. It was, it is presumed, to depend upon the circumstances of the case; and as they formed but an inconsiderable part of the contract, no estimates have been submitted to the commissioner of the profits which would have resulted from them.

After having settled this principle, the commissioner determined to ascertain, as correctly as he could, the expense which would attend the finishing of this work on the part of the contractors; and if the amount should be less than that fixed by the contract, to deduct that amount from the sum contracted to be paid, and to award to the contractors the balance.

The testimony unites in proving that, at the time of the abandonment of the contract, on the part of the Government, every thing was in complete preparation for the successful prosecution of the work; in the language of one of the witnesses, "a very sufficient outfit of tools, implements, laborers, and mechanics, to have completed the work within the stipulated time, with a large stock of provisions and materials of all kinds, including materials of bricks, lime, timber, iron, &c., &c., and a sufficient number of vessels to transport the same to Dauphin Island." Upon this state of things several of the witnesses have expressed their opinions, and have declared that the course pursued by the contractors, of substituting slaves for hired white men, was judicious; and that with the slaves which they had purchased, and had engaged for the prosecution of the work, they would not only have been able to have performed it within the period prescribed by the contract, but with very great profit to themselves.

For the purpose of showing the correctness of these opinions, they made estimates, in various ways, of the expenses which would have attended the finishing of the contract, and of the profits which would have resulted to the contractors. These estimates appeared to the commissioner to be too vague to afford a ground whereon to found an award, and were, moreover, incorrect in many respects (See note A.) The mode, also, adopted by the witnesses, for ascertaining the expense of completing the work, seemed to him to present difficulties not easy to be surmounted, and not to be so well calculated to attain the ends of justice, as that of estimating the materials and labor at the fair prices prevailing at the time the contract was abandoned. He accordingly determined to make his estimate upon the latter principle, and he proceeded to ascertain, in this way, the expense which would attend the finishing the earth and brick work of this contract.

And first, as to the earth work: The contract allowed to the contractors eighty-three cents and eight-tenths of a cent for every cubic yard of earth that should be excavated and removed according to the terms of the contract.

In the estimate made by the board of engineers, it was supposed that eight cubic yards of excavation would be a fair day's work for a common laborer; and that to pass the earth through the various stages of operation, such as transportation, depositing within the area of the work, re-excavation, re-transportation, forming, ramming, &c., would require labor equal to seven times that of excavation, and exclusive thereof.

From the testimony laid before the commissioner, it appeared that a laborer could excavate more than eight cubic yards in a day; but how much more did not appear entirely to his satisfaction. Giving due weight to this testimony, and considering the climate in which the work was to be performed, and taking one day with another, throughout the year, the commissioner was of opinion that twelve cubic yards would be a full allowance for a day's labor. Whether the other portions of earth work would be equal to seven times that of excavating, the commissioner has not, by the testimony, been certainly informed; but, as it must have been so understood by the contracting parties at the time of the contract, the commissioner has thought it fair to yield to their estimate; and he has accordingly adopted the opinion thus agreed upon by the contracting parties, that the other stages of operation of the earth work were equal to seven times that of excavation, and exclusive thereof.

It was supposed by the board of engineers that a day's labor of a common laboring man would be worth one dollar and twenty-five cents. It is very evident that provisions, clothing, and all the necessaries of life, had fallen in their value, between the year 1818, when the contract was entered into, and the year 1821, when it was abandoned, and that the price of labor had fallen in the same ratio; but how much it had fallen, and how precisely to rate it in the year 1821, was a matter of some difficulty. (See note B.)

Upon a due and careful consideration of this part of the case, the commissioner was of opinion that a deduction of one-third, from the price at which the labor was estimated by the board of engineers, would place this item at its fair and reasonable value; and he therefore accordingly determined that, in making his estimate of the value of labor, he would deduct from the estimate of the board of engineers one third, and settle its value according to that rule.

The contractors being provided with the necessary tools and implements for the completion of the work, the commissioner did not deem it proper to add any thing to the expense on this account.

Upon these grounds, the commissioner was of opinion that the excavation and removal of each cubic yard of earth, according to the intent and meaning of the contract, would have been attended with an expense to the contractors of fifty-six cents; and he therefore decides that the earth work of this contract, that is to say, one hundred thousand cubic yards, according to the prices prevailing in 1821, might have been performed for $56,000.

Brick masonry.

The next subject of inquiry was that of brick masonry.

The contract allowed to the contractors eleven dollars for every cubic yard of brick masonry.

In making an estimate of this work the commissioner proceeded, in the first place, to ascertain the number of

bricks which would be contained in a cubic yard of brick masonry; then the value of the bricks; next, the value of the mortar; lastly, the expense of laying the bricks.

The contract does not designate the size of the bricks; but, as those designated by the board of engineers, and those worked in the walls, were 9, 4½, and 2¼ inches, it is presumed that they indicated the proper dimensions of the bricks to be used in the fulfilment of the contract, and, accordingly, this size has been adopted in the estimate made by the commissioner.

It is perfectly clear that, in bricks of this dimension, there would be contained in a cubic yard, without the mortar, five hundred and twelve. The space occupied by the mortar would, of course, reduce this number, it was believed, to four hundred and nine; but, taking into consideration the waste and loss which would be produced by taking the bricks from the kilns, transporting them from thence to the walls of the fortification, and in laying them, the commissioner has supposed that four hundred and fifty would be a fair allowance for a cubic yard of brick masonry, and he has accordingly adopted that number for the cubic yard.

The value of the bricks.

In looking into the testimony upon this part of the case, the commissioner perceived that different opinions had been entertained by the witnesses of the expense which would have attended the furnishing of the bricks on the part of the contractors; and it was not without some trouble and difficulty that he was enabled to satisfy himself upon this head. Upon consideration, he was of opinion that, with the preparations which the contractors had made, and the advantages they possessed at the time the contract was abandoned, they might have been furnished at Dauphin Island at an expense of ten dollars a thousand. (See note C.) According to this estimate, the number of bricks in a cubic yard, that is to say, four hundred and fifty, would cost $4 50.

Mortar.

As the value of the mortar in a cubic yard of brick masonry depended mainly upon the value of lime contained within it, the commissioner deemed it necessary to ascertain, as correctly as he could, the value of that item. The witnesses again differed in their opinions as to the expense which would have attended the making of this article. (See note D.) The commissioner has thought it proper to fix the value at ten cents per bushel; and, according to this estimate, and taking into consideration the sand, water, and labor necessary in preparing the mortar, he was of opinion that the mortar in a cubic yard of brick masonry might have been furnished by the contractors at an expense of 48 cents.

The expense of laying the bricks.

In deciding upon this part of the case, the commissioner inquired, in the first place, how many bricks a good bricklayer would lay in a day; and he was of opinion that twelve hundred bricks would be a full day's work for a good workman in the climate of Dauphin Island. (See note D.) And in the settlement of the expense of laying the bricks, he has adopted this number for the day's labor, and estimated the value of the day's labor at two dollars; that is to say, one-third less than the estimate of the board of engineers. The other portions of labor incident to the work were reduced in the same proportion; and upon these principles the expense which would have attended the laying a cubic yard of brick masonry would have been $1 11.

According to the rates thus adopted, a cubic yard of brick masonry would have been attended with the following expense to the contractors, viz:

Bricks, - - - - - - - -	$4 50
Mortar, - - - - - - - -	48
Laying, - - - - - - - -	1 11
	$6 09

And for thirty thousand cubic yards, the amount for which the Government became responsible is $182,700.

The commissioner is therefore of opinion that the earth work and brick masonry of this contract, with the preparations and advantages which the contractors possessed at the time of the abandonment of the work on the part of the Government, might have been performed by the contractors at the expense before stated; that is to say,

The earth work, at an expense of - - - - -	$56,000 00
And the brick masonry, at - - - - - -	182,700 00
Making, together, -	238,700 00
But as work and materials had been furnished by the contractors to the Government, at the time of the abandonment of the work, to the amount of $48,899 15, this sum should be deducted from the above amount, - - - - - -	48,899 15
	$189,800 85

Leaving the sum of one hundred and eighty-nine thousand eight hundred dollars and eighty-five cents as the correct amount of the expense which would have attended the finishing of the earth work and brick masonry of this contract.

The commissioner was at some loss to make an estimate of the injury which the contractors sustained by the sudden and unexpected abandonment of the works on the part of the Government. He was satisfied that some portions of the work were in such a state at the time of the abandonment as not to admit of their being received and accounted for by the Government; such as bricks upon the yards, and timber, and other materials in an unfinished state. It has been proved by some of the witnesses that there were upwards of two millions of bricks moulded and upon the yards at this period, and that they were lost in consequence of the abandonment of the works. The commissioner has not felt himself satisfied that a loss to this extent did take place; but if it did, much of it must have arisen from great negligence on the part of the contractors, or their agents.

The commissioner, however, has deemed it just to award some compensation for this loss, as also for so much of the timber and other materials as were in progress at this time. The commissioner has fixed on $8,000 as a compensation for these losses.

In consequence of the failure of the agent of the Government to designate the spot on which the fortification was to be erected, it appears that about seventy-five laborers and mechanics, sent by the contractors to Dauphin Island, and landed there on the 22d of November, 1818, remained there in a state of idleness from that time until the 22d of January following; and that it was not till this last period that the site of the fortification was designated.

It has seemed to the commissioner that it would be just and reasonable that a compensation should be made to the contractors for this loss of their labor; and he has estimated the value of this labor at the contract price from the 1st of December, the time fixed for the commencement of the work, until the 22d of January following; and he has decided to allow for it the sum of $4,000.

The commissioner has not considered it as coming within the province of his duty to take into consideration the injuries and distresses which the contractors have suffered by imprisonment or otherwise, in consequence of suits instituted against them on account of their engagements in this work. They have no doubt been great; but it is believed they are not chargeable on the Government. It will be recollected that, in the whole progress of the work, the Government was in advance to the contractors; and, at the time of the abandonment of the contract, those advances amounted to upwards of one hundred thousand dollars beyond the work actually performed.

Upon the whole, the commissioner has thought it proper to settle the account between the United States and the contractors as follows:

The United States to Harris and Farrow.

DR.

To work done and materials furnished up to the period of the abandonment of the contract, -	$48,899 15
To balance which would be due to the contractors upon the completion of so much of the work as the Government had bound themselves to perform, - - - -	364,900 85
To damages and injuries sustained by the sudden and unexpected abandonment of the work, -	8,000 00
To damages arising from the failure of the Government to designate in due time the spot upon which the works were to be erected, - - - - -	4,000 00
	$425,800 00

CR.

By cash received from the United States at different times, - -	$162,251 37	
By the expense which would have attended the fulfilment of so much of the work as the Government bound themselves to perform, - - -	189,800 85	
		$352,052 22
By balance due the contractors, - - - - -		72,747 78
		$424,800 00

The commissioner does therefore award and decide that the United States do withdraw and dismiss the suit which they have instituted against Nimrod Farrow and his securities for the moneys advanced by the United States to the contractors; and that the United States do give up to the said contractors all liens and securities which they may hold upon the property, real or personal, of the said contractors; and that the United States pay to the said contractors the sum of $72,747 78.

THOMAS SWANN.

NOTE 1.

Lest the commissioner should have been mistaken in his construction of the contract, and that Congress may have it in their power to correct this error, he has deemed it proper to state the additional sum which he should have awarded to the contractors, in case the Government had been bound to the extent of the estimate of the board of engineers.

This estimate supposed that 117,284 cubical yards of earth would have been excavated and removed. The additional profits, then, which the contractors, in the event of their being entitled to the benefit of the estimate, would have been upon 17,284 cubical yards. The commissioner having decided that this work might have been performed by the contractors at an expense of 56 cents the cubical yard, the profit upon each cubical yard would have been 27.8 cents, and upon 17,284 yards would have been - -	$4,794 96
The additional masonry, exclusive of arches, would have been 1,910 cubical yards; and as the profit given by the commissioner upon the masonry was $4 91 upon each cubical yard, the profit upon 1,910 yards would have amounted to - - - - -	9,378 10
That portion of masonry which consisted of arches would have amounted to 3,642 cubical yards; and as this work would have been attended with more expense and less profit to the contractors, the commissioner would have rated the profit upon this part of the work at $3 87 the cubical yard, and producing, upon 6,642 yards, a profit of - - - -	14,094 54
The carpentry, and other portions of the work designated in the contract, were, according to the estimate, of small amount, and the commissioner has not supposed that the profit upon them could have exceeded - - - - - - -	5,000 00

The commissioner then states that, if the Government should be considered liable to make good to the contractors such profits as they might have realized upon the whole work designated in the estimate of the board of engineers, he should have awarded to the contractors the following additional sums, viz:

For earth work, - - - - - - -	$4,794 96
For masonry, exclusive of arches, - - - - -	9,378 10
For masonry of arches, - - - - - -	14,094 54
For carpentry, &c., - - - - - -	5,000 00
Making, together, the sum of - - - -	$33,267 50

THOS. SWANN.

JANUARY 27, 1825.

NOTES.

(A) It has been already stated that the witnesses have formed their estimates of profits upon the idea that $694,000 was to have been expended upon this fortification; and, of consequence, must have supposed that work to this amount was to have been performed.

The witnesses whose testimony relates to this part of the case are:

1st. Robert Green. This witness was a carpenter of experience, and gave it as his opinion that the whole cost of the work ought not to have exceeded $350,000. Upon what data he made his estimates, or how he came to this conclusion, he does not state. He supposed the contractors had lost $30,000 or $40,000 by white laborers; but how a loss to this extent could have taken place, the commissioner has not been able to perceive. But, even supposing that the loss should have occurred, what other losses did the contractors sustain? The evidence is clear that they kept constantly employed, during the first year of the work, from one hundred and fifty to two hundred laborers, and that much was done during this period. The brick yards were made a work of great expense; houses built, clay prepared, and every preparation for the successful prosecution of the work. In the second year, the white laborers were changed for black; and General Starke, with upwards of two hundred slaves, was most judiciously and zealously engaged in the prosecution of the work. If $40,000 were lost by the employment of white laborers, there seems to be no reason to suppose that the contractors had sustained any farther loss; and in all other respects the work appears to have been as judiciously and industriously prosecuted as it could have been under any management. It will be seen, by a reference to the testimony of Edward Clarke, that the actual expense of the contractors up to the time of General Starke's taking the management, was $285,000; and, by a reference to the testimony of R. W. Naylor, it will be seen that the actual expense of General Starke, during the period of his management, amounted to $70,000, exclusive, it is presumed, of the value of the slave labor under his direction; so that the actual expense upon the work, up to the period at which it was abandoned, amounted to $355,000. If from this is deducted $40,000, the supposed loss upon white laborers, the fair expense of the work up to that period would have amounted to $315,000. Can it then be supposed that the residue of this work could have been performed for $35,000? The work done and the materials furnished, up to this period, amounted to only $48,899 15; leaving to be done, as must have been supposed by the witness, $645,000, and upwards. Could this have been performed at an expense of $35,000? It is apparent that the witness was mistaken in supposing that it could.

2d. Roswell Alsop. The opinion expressed by this witness, that the contractors would clear 2 or $300,000 by this contract, will be found to be entirely erroneous.

3d. Dr. Anderson Salie. This witness went out as a physician in the fall of 1818, and remained there until the month of May, 1820. He states that, from the commencement of the work in January, 1819, to the month of May, 1820, there never were less than from one hundred and fifty to two hundred laborers, including mechanics and brick makers, actively and judiciously employed in the prosecution of the work. The first year was mainly spent in preparing brick yards, erecting the necessary houses, digging clay, &c., and collecting a good supply of provisions, to insure a rapid progress of the business in the next.

It appears, then, from the testimony of the witness, that, in the course of this year, every thing was prepared for the successful prosecution of the works, and, consequently, that it must have passed into the hands of General Starke under the most favorable circumstances.

The witness thinks the contractor would have made $250,000. In this opinion, he will be found to be mistaken.

4th. Edward Clarke. This witness was the agent of the contractors, and attended to the expenditure of the money. He states that the contractors had expended upon this work, before General Starke took the management of it, $285,000. He was of opinion that, if the work had been conducted throughout with slave labor, the contractors might have performed the contract for one-half the sum contracted to be paid; that is to say, for the sum of $347,000. He makes his calculations to show the correctness of this opinion. He supposes that two hundred laboring slaves, fifty white seamen and laborers for transporting materials, &c., and six superior masons, with a chief carpenter, mason, and four overseers, would have completed this work in three years.

Let us inquire into the correctness of this opinion.

It is proper to remark that Colonel Clarke's calculations were made upon the idea that work to the amount of $694,000 was to be performed, and that 45,538 cubical yards of brick masonry were to constitute a part of this work.

Let us take the item of bricks in this quantity of brick masonry, and ascertain the labor which it would have taken to have furnished the bricks alone.

Allowing four hundred and fifty bricks for each cubical yard, the whole number of bricks which would have been required would have been upwards of 20,000,000. By referring to the testimony of Colonel Russell, it will be seen that he supposed that 100,000 bricks were as many as a good workman would make in a year, or rather during that period of the year when bricks could be made. But let it be granted that he could make 150,000 a year: at this rate it would require about fifty brick makers to complete the work of brick-making in three years. To these fifty brick makers must be added one hundred and fifty laborers, that is to say, two men and a boy to each brick maker, making an aggregate of two hundred. This is not all. Supposing that the wood for burning the bricks should be cut and hauled during the winter, and that each brick maker, with his three laborers, should have burnt his 150,000 bricks, still an additional force of labor would have been necessary to have transported them from the place where they were made to Dauphin Island, a distance of about twenty miles. What this force ought to have been, the commissioner knows not; but it seems to have been supposed by Colonel Clarke that it would have taken fifty. So that it would seem that, in the item of bricks alone, (giving to the contractors the benefit of those extensive and costly brick yards and ample preparations which they had made for the prosecution of the work,) it would have required a force of nearly two hundred and fifty laborers to have made the bricks within the period of three years.

A little attention to the other portions of the work, such as the brick masonry and the excavation and removal of the earth, would produce nearly the same results.

It cannot be forgotten, that, from the commencement of the work to the time of its abandonment, (a period of about two years and four months,) there were never less than from one hundred and fifty to two hundred laborers, with the necessary mechanics, &c., constantly and industriously engaged in the prosecution of the work; and for sixteen months of this time this force was under the judicious management of General Starke; and yet, during all this time, the work done and materials furnished amounted only to $48,899 15.

5th. R. W. Naylor. This witness states that the expenditure, up to the period when General Starke took the management, amounted to at least $241,839, and the expense under General Starke to $70,000; and he thinks that the work might have been completed for $65,794. In this he is evidently mistaken.

6th. Colonel George Fisher. This witness gives it as his opinion that the contractors would have made a profit of $300,000, and that the work might have been finished for $64,000.

It is believed that Colonel Fisher is mistaken in both these opinions. It has already been shown that the contractors had expended, up to the period when General Starke took the management, $285,000, and while General Starke had the management, $70,000; making an aggregate of $355,000. If to this is added the hire of two hundred slaves during the period that General Starke had the management, that is to say, for sixteen months, at $150 each a year, it would make the expense, up to the period of abandonment, $395,000. How, then, was this profit of $300,000 to be realized?

The other opinion expressed by Colonel Fisher, that the work might have been completed for $64,000, is believed also to be erroneous.

He supposes that three hundred slaves, with thirty white men, as principal mechanics, overseers, &c., would have finished the work by the 1st of December, 1821; that is to say, in about eight months after the work was abandoned. Colonel Fisher then estimates the value of this work, and the materials which might be necessary for it, and makes them amount to $64,000.

The error in this opinion will be found to be in the estimate of the time which it would have taken this force of labor to have completed the work. The remarks made upon the testimony of Colonel Clarke will show the error; and it will be seen, by reference to the testimony of Colonel Russell, that General Starke and himself were under different impressions from those of Colonel Fisher in relation to this matter.

7th. Israel Ketchum. This witness also thought that a profit of at least $300,000 would have been made by the contractors. This opinion has been shown to be incorrect.

8th. Colonel Gilbert Russell. This witness testifies to the good character, great industry, and judicious management of General Starke. He describes the state of preparation for completing the work; and, upon a full view and experimental knowledge of the expenditures necessary in such a work, he thought that the expense of completing it could not be as great as the expense which had been incurred on perhaps little more than half the amount. He believed that the work might have been completed in eighteen months from the time it was abandoned by Congress, without employing any more hands than might be advantageously kept at work.

At the time that Colonel Russell had a view of this work, there were 200 slaves engaged in it, besides masons, carpenters, and others. General Starke intended to increase the number of slaves to one hundred more, being no doubt satisfied that they could be employed to advantage; and he expressed his intention of completing the work in the summer or autumn of 1822.

It would seem to have been the opinion of both these gentlemen that it would have required about eighteen months to have completed the contract; but whether upon the labor then employed, or upon that which was intended to be added, does not certainly appear. It is reasonable to suppose that it was upon the increased force that this expectation was indulged; and it will, it is believed, be found, upon a minute examination of the various items of labor of which this work was to be composed, that even this increased force could not have completed the contract within the time contemplated by these gentlemen.

Upon the whole, upon looking through the testimony in relation to the estimate of damages, and carefully considering it, the commissioner has not been able to perceive any safe ground upon which he could rest his award.

(B.) As the item of labor had a material bearing upon every part of the contract, the commissioner found it necessary to obtain all the information touching its value which the witnesses could furnish. In referring to the testimony, he found that its value had been variously rated. Colonel Fisher, in his last deposition, in his estimate of the value of lime, rates the value of a laboring man at forty cents a day; and yet, in the same deposition, he states that a laboring slave would hire for from $10 to $12 a month; that the expense of a white laborer for one year would be $300 to $350, while that of a slave would not be more than from $150 to $175.

If this would have been the price of a hired slave by the year, the commissioner cannot perceive how he could be hired by the day for forty cents.

Colonel Russell, in his last deposition, states, since the year 1818, and since the fall in the price of cotton, a field negro in Alabama would not be worth more than $100 a year, and consequently not worth a dollar a day.

Perhaps Colonel Fisher rated the labor at forty cents a day in consequence of the fall in the price of cotton.

But both these gentlemen agree that a good male laboring slave in 1821 would have been worth in that country $600. Russell thinks $650. If this be true, could the owner have afforded to hire him for less than $150 a year? If the duration of his life is estimated at seven years, which, in that climate, it is believed would be a full allowance, the owner would hardly afford to hire him for less than this sum; and if so, it may well be questioned whether it would not have been more profitable to the contractors to have hired by the day at eighty-four cents, or even a dollar, than by the year at $150. Taking into consideration the lassitude and sickness which attend the climate of that country, with the losses which might arise from bad weather and other causes, the commissioner is inclined to prefer the daily hiring, and he believes that he has done full justice to the contractors in deducting one-third from the estimate of the board of engineers.

(C.) By a reference to the estimate of the board of engineers, it will be seen that they rated bricks at fourteen dollars a thousand. It has been estimated by the contractors, and stated by some of the witnesses, that, at the time this contract was entered into, it was not known that clay fit for making bricks could be found convenient to Dauphin Island, and that an opinion was entertained that the contractors would be under the necessity of making their bricks in some of the eastern States, and of transporting them by water from thence to Dauphin Island; and that it was in consequence of this impression that they were rated at fourteen dollars a thousand. Whether this impression was really entertained by the board of engineers, and what influence it had in fixing the value of this article, the commissioner knows not; but he thinks it probable that some consideration of this kind had an influence upon this part of the estimate. It is true, that the contractors found clay suitable for bricks in the vicinity of Dauphin Island; but before they could use it for that purpose, the contractors had to prepare brick yards at a very great expense.

Some of the witnesses have stated that the first year was devoted to the making of brick yards, erecting houses, digging clay, &c.; and Colonel Russell has stated that the making of these yards was attended with very great expense—not less than sixty thousand dollars. If this was the case, it would certainly have a most serious bearing upon the expense of brick making, and would, perhaps, justify the idea that, in the state in which the work was undertaken, they could not have been made and delivered at Dauphin Island for less than fourteen dollars a thousand. The commissioner is ready to believe that the agents of the Government would have been willing to have allowed to the contractors a full, and even liberal price, for their work and materials; but, in making their estimates, it is fair to presume, and the commissioner feels himself bound to presume, that regard was had to the reasonable and just value of the article; and the commissioner cannot but suppose that the contracting parties considered fourteen dollars a thousand the fair and reasonable value of the article at the time the contract was entered into. But, although this may have been considered a fair price for bricks before the yards were prepared, it does not follow that the commissioner ought to adopt it as the rule for his government in his estimate of the expense of finishing the contract.

At the time that the contract was abandoned the brick yards had been completely finished; the prices of labor and provisions had fallen; and boats had been provided, at a great expense, for the transportation of the bricks from the yards where they were made to Dauphin Island. The duty of the commissioner is to ascertain, as correctly as he can, what would have been the expense to the contractors of furnishing these bricks at Dauphin Island in the year the contract was abandoned.

Colonel Fisher, in his testimony, has stated that bricks might have been furnished at Dauphin Island, at this period, at $7 50 the thousand. Abraham Dodd has stated that they were worth at this time $9 a thousand. Colonel Russell states that they might have been made at the brick yards for $5 60 a thousand; and that the expense of transporting them from thence to Dauphin Island, a distance of about twenty miles, would not have been more than $2 50; making the value at Dauphin Island $8 10.

Major William Henry states that the expense of transportation in 1818 and 1819 could not have been less than from four to five dollars a thousand.

Colonel Russell, in his last deposition, says, that after the fall in the price of labor, they might have been made even at a less expense; and he entered into a calculation to show the great profit which the brick maker would realize at $5 60 the thousand.

The commissioner followed Colonel Russell in his course of calculation, but came to a different result; and, after a careful consideration of the various expenses necessarily incident to the work, he did not see that bricks could be made and furnished at the yards where they were made at a less price than $7 a thousand; and if to this be added the expense of transportation, which it is believed would not be less than $3 a thousand, bricks could not have been furnished at Dauphin Island in the year 1821, with the preparations and advantages which the contractors then possessed, at a less expense than $10 a thousand; and so the commissioner has felt it his duty to decide.

(D.) It will be seen, by a reference to this testimony, that the witnesses have varied in their opinions as to the value of lime: some having valued it at three cents the bushel, some at five, some at six, and some of them at ten cents. It has been a matter of regret that there should have been no fixed price for this article, and that its value should have depended upon the opinions of the witnesses, founded upon estimates made by them of the expense which would attend the making of it. The commissioner was not satisfied with the opinions thus given to him, and took measures to get further information on this point; but, having failed to obtain it, he proceeded to analyze, as well as he could, the expense which would attend the making of this article; and, according to the best judgment he could form, it would have exceeded ten cents the bushel. But, as none of the witnesses have gone beyond this in their estimates of its value, the commissioner has deemed it his duty to yield to the testimony, and to rate the price at ten cents the bushel.

(E.) The expense of laying the bricks appears to have been ascertained by the board of engineers by fixing a value upon the daily labor of the bricklayer, and estimating the number of bricks which he could lay in a day. In this estimate it was supposed that in a healthy climate he could lay a thousand, but that, in the climate of Dauphin Island, eight hundred would be a fair day's labor; and the day's labor of a good workman was valued at three dollars. In investigating the testimony upon this part of the case, the commissioner perceived that the witnesses again varied in their opinions as to the number of bricks which a good workman would lay in the walls of a fortification in a day; some of them supposing that twelve hundred would be a fair day's work, others fifteen hundred, and others again from fifteen hundred to three thousand. Colonel Justus Post, in his deposition, states, that in laying bricks for barracks and other dwelling houses, one thousand a day, one day with another, was considered in such a climate as that of New York as a fair day's work. What difference there may be between the labor upon the walls of barracks and dwelling houses and those of a fortification, the commissioner knows not; it is supposed that a bricklayer would lay more in the walls of a fortification. But it must be remarked, that in the case under consideration they were to be laid under the superintendence of the agent of the United States, and with great care; and, moreover, that the climate in which the work was to be performed produces a lassitude, which lessens the ability of the laborer to perform his work. Upon this question, however, the commissioner does not consider himself at liberty to disregard altogether the opinions of the contracting parties at the time that this contract was entered into.

At this period this matter was carefully considered. It was well understood that the climate would have an effect upon the labor of the workmen, and the usual day's labor of the bricklayer was reduced from one thousand to eight hundred, in consideration of the effect the climate would have. It is not to be supposed that the agents on the part of the Government would have been so uninformed upon this species of labor as to agree to allow the laying of eight hundred bricks for a day's labor when three thousand could have been laid; nor can it be supposed that the contractors themselves would have imposed so far upon the Government as to fix upon this amount when they knew that three thousand could be laid. The commissioner cannot but believe that this contract was entered into with good faith, and that in so far as it stated the quantum of labor which it was competent for a workman to perform in a day, it is entitled to great weight. It is a matter that does not depend upon the prices of the necessaries of life, or upon the rise or fall of labor. What a laboring man could have performed in 1818 might have been performed in 1821; and if the laying of eight hundred bricks was considered by the contracting parties as a fair day's work in 1818, so it ought to be considered in 1821. The commissioner has felt the full force of this evidence arising out of the contract; and yet, when a mass of testimony is presented to him giving a different view of the case, he has not considered himself at liberty to disregard it. Among this testimony will be found, in addition to the testimony of Colonel Post, the deposition of John Cohegan and Richard Staunton, both experienced bricklayers, and long engaged in the building of fortifications. They both state, that in a healthy climate like that of Fort Washington, fifteen hundred bricks, one day with another, would be a great day's work for the best workman; taking this, as it is believed, to be a full estimate for the best workman in a healthy climate, and making from this a fair deduction on account of the climate at Dauphin Island, the commissioner has thought that twelve hundred would be as far as he could go for the day's labor of a good bricklayer, and he has accordingly determined to adopt that for the day's labor.

18th Congress.] No. 268. [2d Session.

OPERATIONS OF THE ARMORIES FOR THE YEAR 1824.

COMMUNICATED TO THE SENATE, FEBRUARY 14, 1825.

SIR: DEPARTMENT OF WAR, *February* 12, 1825.

In pursuance of an act concerning arsenals and armories, passed the 2d of April, 1794, I have the honor to transmit, herewith, a statement of the expenditures at the national armories, and of the arms, &c. made therein, during the year 1824.

I have the honor to be, your obedient servant,

J. C. CALHOUN.

The Hon. SPEAKER *of the House of Representatives.*

Statement of the expenditures at the National Armories, and of the arms, &c. made therein, during the year 1824.

	EXPENDITURES.				
	For land, buildings, canals, repairs, and other permanent improvements.	For the manufacture of muskets.	For the manufacture of patent rifles.	For miscellaneous expenses, not embraced in the foregoing.	Total amount expended.
Springfield, Massachusetts,	$21,909 75	$163,942 37	-	$1,215 92	$187,068 04
Harper's Ferry, Virginia,	16,271 96	157,671 09	$21,654 89	592 00	196,189 94
Total, -	$38,181 71	$321,613 46	$21,654 89	$1,807 92	$383,257 98

	ARMS, &c. MADE.											
	Muskets complete.	Extra bayonets.	Extra ramrods.	Screw drivers.	Wipers.	Ball screws.	Spring vices.	Arm chests.	Patent rifles.	Rifle bullet moulds.	Rifle wipers.	Rifle screw drivers.	Rifle flasks and belts.
Springfield, Massachusetts,	14,000	-	-	14,000	15,100	1,400	1,400	861					
Harper's Ferry, Virginia,	10,559	3,050	6,879	5,922	7,173	-	-	212	1,000	1,000	1,000	1,000	1,000
Total, -	24,559	3,050	6,879	19,922	22,273	1,400	1,400	1,073	1,000	1,000	1,000	1,000	1,000

ORDNANCE DEPARTMENT, *February* 12, 1825.

G. BOMFORD, *Lieutenant Colonel on ordnance service.*

18th Congress.] No. 269. [2d Session.

FORT WASHINGTON.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, FEBRUARY 17, 1825.

Mr. HAMILTON made the following report:

The Committee on Military Affairs, to whom was referred a resolution reported by the Committee of Ways and Means, instructing them to inquire into the expediency of authorizing the purchase of additional land for the site of Fort Washington, beg leave to report:

That they have obtained from the Department of War a variety of documents on this subject, which they have annexed. And although, in common with every other person who may become acquainted with the facts, they regret that so extraordinary a mistake should have been committed as that the Government should originally not even have purchased land enough for the dimensions of the fort, or secured an extension of the limits and boun-

daries of their purchase to the river, yet, circumstanced as the United States now are, after having expended a vast sum on Fort Washington, (which completely commands the passage of the river, and, in this point of view, is a valuable fortress,) your committee think, for the reasons which are set forth in the several communications from the Department of War, that the Government ought not to hesitate to make the purchase of the additional land out of the purchase money, of which it will be perceived that a debt due by a late paymaster general is to be deducted.

With a general reference (for a full explanation of this subject) to the documents herewith submitted, your committee report a bill.

SIR: DEPARTMENT OF WAR, *February* 2, 1825.

I have the honor to acknowledge the receipt of your letter of the 31st of last month, informing me that "the Committee on Military Affairs have under consideration a resolution moved by the chairman of the Committee of Ways and Means, instructing them to inquire into the expediency of purchasing additional land, in the vicinity of Fort Washington, for the more complete extension and security of that work;" and that "some of the committee, in considering the subject, are under the impression that the work is so perfectly useless that the best mode of getting rid of the difficulty would be to abandon it entirely, and that it is altogether unnecessary to expend another dollar on a fortress not worth holding in time of war, and altogether untenable from a land attack;" and requesting to be furnished with a detailed statement of the advantages, if any, of retaining Fort Washington as a permanent fortification; and whether these advantages would now counterbalance the expense which would be incurred to render it secure and efficient: in reply thereto, I submit the accompanying report of the chief engineer, which furnishes the information required by your letter.

I have the honor to be, sir, very respectfully, your obedient servant,

J. C. CALHOUN.

The Hon. J. HAMILTON, Jr., *Chairman of the Committee on Military Affairs.*

SIR: ENGINEER DEPARTMENT, WASHINGTON, *February* 2, 1825.

In obedience to your orders, I have the honor to state the advantages of retaining Fort Washington as a permanent fortification. The position of Fort Washington is exceedingly strong, and the work is built of the most durable materials, and executed in the best manner. Its batteries command completely the channel of the river Potomac, and cover the District of Columbia (including the national capital) from an attack by water. Fort Washington is only assailable on the land side, where it is very strong, being defended by high walls and a deep ravine. It is so well situated, that it cannot be taken unless invested and regularly besieged; and, even then, it may be considered competent to hold out until relieved by the forces of the country. It is true that there are hills in its rear that are somewhat higher than the work itself; but they are so far off, and the defilement of the work is so perfect, that they can present no serious obstacles to the defence of the place.

It may be proper to remark, that the selection of the site was made in 1806, before the constitution of the board of engineers. If the selection was now open, it is believed that a position further down the river (say Cedar Point) would be chosen, not because the position itself is stronger on the land side, or that it more completely commands the river, but simply because it presents to the enemy the point of attack at a greater distance; and, even as to this point, Fort Washington being retained, and completely commanding the river, will enable the Government, by temporary works at the lower point, at a small cost, to prevent an enemy from passing that position, as he would have no adequate inducement to run the slightest hazard, when knowing that the batteries at Fort Washington would put it out of his power to inflict on us any serious injury.

Respectfully submitted.

ALEX. MACOMB, *Major General, Chief Engineer.*

To the Hon. J. C. CALHOUN, *Secretary of War.*

DEAR SIR: WASHINGTON, *February* 11, 1825.

In order to meet your views, and those of the Government, in regard to the purchase of additional land near Fort Washington, you may extend the amount of land wanted to thirty-five acres, which will embrace all the hills in the rear of the fort, and nearly six acres more than are included in the award of the referees.

With sentiments of the highest esteem, &c. &c.

WILLIAM DUDLEY DIGGES.

Hon. JAMES HAMILTON, *Chairman of the Military Committee.*

DEAR SIR: FORT WASHINGTON, *January* 31, 1825.

Your letter informing me that the Committee on Military Affairs have under consideration the expediency of purchasing an additional quantity of land for this post has given great satisfaction to all the officers here, as a hope now exists that the great inconvenience to which we all are now subjected, in consequence of the location of a tavern and a grog shop immediately under the walls of the fort, will shortly be effectually remedied. The existence of this nuisance has hitherto defeated the most zealous efforts of the officers to keep the men; and, until it be removed, it will be vain for us to expect to maintain that discipline and subordination which is all-important in a military life. Independent of this evil, which can only be removed by extending the jurisdiction of the United States, the great want of command to which some of the batteries of the work are now subject is a defect which will render them almost useless. One of the faces of the ravelin is completely commanded by a mound of earth which stands on your land, and will be inefficient until the mound be removed. To these reasons, urging the necessity of enlarging the site of Fort Washington, let me add the facts, that part of the fort is built on your land, and the glacis of the ravelin remains entirely unfinished, in consequence of a similar location; besides, we have no ground for gardens, which are essentially necessary for the health and comfort of both officers and men.

I am, very respectfully, &c. &c.

W. K. ARMISTEAD, *Colonel of artillery.*

WM. DUDLEY DIGGES, Esq., *at Washington.*

SIR: ENGINEER DEPARTMENT, *April* 29, 1824.

In pursuance of your orders to furnish the information requisite to enable the Committee on Military Affairs in the House of Representatives to fulfil the objects of a resolution of the House, instructing it to "inquire into the expediency of authorizing the purchase of an additional quantity of land for the enlargement of the site of Fort Washington, and for completing the title in the United States to a part of that on which the said fort is now erected," I have the honor to present herewith copies of my letters to Dr. Peake, of Alexandria, dated the 1st and 10th of February, 1823—the first appointing him a referee on the part of the United States to determine the value of the land wanted, respecting which the owner and the Government could not agree; the second authorizing him, in the event of his disagreeing with the other referee, to join with him in the selection of a third person to act as umpire; together with copies of two letters from you—the first to Mr. Digges, dated the 3d of February, 1823, in answer to objections raised by him to the latter part of the first letter from this department to Dr. Peake; the second dated the 22d of February, 1823, to the chairman of the Committee of Ways and Means of the House of Representatives, setting forth the objects for which the additional land was wanted, and enclosing the award of the arbitration, and other documents, and a copy of the survey of Fort Washington and the lands contiguous, on which the additional land wanted is designated. No copies of the papers relating to the award were retained in this office. Should they be required, they may be obtained, no doubt, from the chairman of the Committee of Ways and Means, to whom they were transmitted as has been stated.

Respectfully submitted.

ALEXANDER MACOMB, *Major General, Chief Engineer.*

Hon. J. C. CALHOUN, *Secretary of War.*

SIR: ENGINEER DEPARTMENT, WASHINGTON, *February* 1, 1823.

A negotiation for the purchase of land lying contiguous to the site of Fort Washington, and deemed to be requisite for the enlargement thereof, has been pending some time past between Mr. Dudley Digges, the owner of the land, and the War Department; and there appearing little probability of its being brought to a conclusion, it has been mutually agreed upon by the parties to submit the matter to a reference. In pursuance thereof, under the direction of the Secretary of War, I caused inquiries to be made to ascertain if a person properly qualified and willing to act as referee on the part of the War Department could be found in this neighborhood, and you were accordingly designated. I have, therefore, to ask the favor of you, if I have rightly understood that you have consented to act, to meet the other referee at Fort Washington on Monday next. A boat will be in readiness at an early hour on Monday morning, at the wharf at the foot of King street, in Alexandria, and will there await your convenience. Captain Maurice, of the corps of engineers, has been instructed to prepare and lay before the referees a plan of the site of Fort Washington, and the lands contiguous, and on it to designate the portion of the latter contemplated by the negotiation in question. I have directed him also to furnish to them any papers containing information on the subject that may be in his possession, and to attend there in person, to afford them any verbal explanation or other facilities they may require. He will explain to the referees that their award will be binding on the War Department, should Congress, by granting an appropriation to carry it into effect, signify their sanction of it, and not otherwise.

It is the understanding of the parties that the valuation is to be regulated by the intrinsic value of the property, without reference to the damages which the estate of Mr. Digges has been alleged to have sustained in consequence of the erection of the work, as such damages have been covered by the price already paid to Mr. Digges for the site; or without reference to any alleged understanding between Mr. Digges and the War Department as to the price which should be given, should the latter desire to purchase more lands than were originally obtained, as the reference has been agreed upon only on the above conditions.

ALEX. MACOMB, *Maj. Gen., Chief Engineer.*

Dr. PEAKE, *Collector, &c., Alexandria.*

SIR: ENGINEER DEPARTMENT, WASHINGTON, *February* 10, 1823.

In the letter which I did myself the honor to address to you on the 1st instant, requesting you to act as a referee on the part of the Government to determine the value of certain property belonging to Mr. Digges, which it was desirable to obtain to complete the site at Fort Washington, mention was not made of leaving the matter submitted, in the event of a disagreement between you and the referee on the part of Mr. Digges, to the decision of an umpire; but that being the intention of the War Department, I have to request that you and the other referee select a third person to act in that capacity, and that you will communicate his decision upon the subject as soon as may suit your convenience.

I am, &c.,

ALEX. MACOMB, *Maj. Gen., Chief Engineer.*

Dr. H. PEAKE.

WASHINGTON, *February* 14, 1823.

William D. Digges having chosen Philip Stuart, and the War Department Humphrey Peake, referees to ascertain the intrinsic value of twenty-eight acres three rods and twenty-six perches of land, which was found necessary to be added to the site at Fort Washington, a plat of which is hereto annexed, the said Stuart and Peake did, on the third day of this month, view the grounds; but, after mature consideration and interchange of views and opinions, found themselves unable to agree: whereupon they proceeded to appoint an umpire, and have chosen Thomas G. Addison, who, having this day met them in conference, agrees with the referee on the part of Mr. Digges, and affixes the intrinsic value of the said lands at $29,600. It is to be understood that this valuation embraces the entire property in the grounds described in the annexed plat, without any reservation of fisheries or other rights to Mr. Digges, as was at first contemplated by the War Department.

PHILIP STUART,
HUMPHREY PEAKE,
THOMAS G. ADDISON.

I hereby agree that the line of the contemplated purchase may run from the cedar marked A, in the same course to the river marked A, and then with the river and Piscataway creek to a ——— marked B, and then with a course about north, 34½ east, to B C.

WILLIAM DUDLEY DIGGES.

Witness: I. ROBERDEAU.

SIR: WASHINGTON, *November*, 1824.

As trustees of the estate of William Dudley Digges, we take the liberty of making the following representation to you, with respect to the serious damages sustained by that estate from encroachments which have been and continue to be made upon it by persons acting under the authority of your Department at Fort Washington, and to claim the redress to which it is justly and obviously entitled. After a reference had been agreed to by yourself and Mr. Digges, with the approbation of his trustees, and with the view to a purchase by the Government, to arbitrators of high and unimpeachable characters and judgment, to decide upon the value of the property on which the encroachments referred to had been and continue to be made, with a mutual understanding that their award should be obligatory upon the latter, and conditionally binding upon the Department of War, we flattered ourselves with the hope that Congress would have been induced, long before this time, to have authorized the award which was given in by them to have been carried into effect; and we forbore, therefore, to trouble you with complaints or remonstrances concerning the encroachments in question. We would be wanting in our duty, however, if we were any longer to remain silent upon this subject, considering the manifold and enormous trespasses which are stated to us to have been and continue to be committed. For a proof of which, we are told that we need only refer to the official reports of the officers of the fort to your Department, by which it abundantly appears that a considerable portion of the outer walls of the fort is erected upon the land of Mr. Digges; that most of the houses for the accommodation and residence of the officers of the garrison, and very many of the establishments belonging to the works, are also built upon his land; and that those houses and establishments occupy or are spread over a space of more than twenty acres, entirely and exclusively, as is just stated, his property; for all of which he has never received any compensation whatever. And it is an obvious and notorious fact, as we are informed, that most of the recent operations at the fort towards a completion of the works have been attended with a continued additional trespass.

Under these circumstances, we now respectfully call upon the Department of War to exert its powerful influence with Congress, at an early day in its next session, to procure the necessary authority for carrying the award of the arbitrators into effect, (that award being actually predicated, as is so expressed, upon the intrinsic value of the property, nearly thirty acres of land, and four valuable fisheries, worth an annual rent of $800, for which sum they had, in fact, been let for several successive years immediately antecedent,) or that it will adopt prompt and effectual measures for awarding and making a just and suitable indemnification for the injuries complained of; and we cannot but flatter ourselves with the expectation that such steps will accordingly be taken by your Department towards obtaining this legislative confirmation of that award, or that an equitable adjustment and satisfaction of the well-founded claims of Mr. Digges, thus again brought to the notice of the Government, will not be delayed; those claims having been already, in part, exhibited by him in his letters to you of the 4th of February, 1823, and 11th of February, 1824.

The great importance of the interest which is the subject of this communication, involving the question of unavoidable and alarming sacrifices of other property of Mr. Digges to a large amount, will prove a sufficient apology, we trust, for the liberty we take in making it; and we conclude with the expression of our full reliance upon the seasonable and liberal interposition of such measures on your part as may at once avert these sacrifices and fulfil the claims of justice.

We have the honor to be, with the highest respect, &c.

DANIEL CARROLL, *of Duddington.*
DANIEL BRENT.

JOHN C. CALHOUN, *Secretary of War.*

18th CONGRESS.] **No. 270.** [2d SESSION.

ARMY REGISTER FOR THE YEAR 1825.

COMMUNICATED TO THE SENATE, BY THE SECRETARY OF WAR, FEBRUARY 28, 1825.

ARMY REGISTER FOR 1825.

General Staff.

Names and rank.	Date of appointment.	Brevets and former commissions.	Remarks.
Jacob Brown, major general,	Jan. 24, 1814,	-	Washington.
Edmund P. Gaines, brigadier general,	March 9, 1814,	Aug. 15, 1814, major general brevet,	Comm'ding east. depart.
Winfield Scott, brigadier general,	March 9, 1814,	July 25, 1814, major general brevet,	Comm'ding west. depart.
Thomas S. Jesup, brigadier general, and quartermaster general,	May 8, 1818,	-	Washington.
——, adjutant general,	-	-	Washington.
John E. Wool, colonel, and inspector general,	April 29, 1816.		
S. B. Archer, do. do.	Nov. 10, 1821.		
William Linnard, major, and quartermaster,	May 12, 1813,	-	Philadelphia.
Henry Stanton, do. do.	May 13, 1820,	-	Detroit.
For assistant quartermasters, see officers of the line.			

GENERAL STAFF—Continued.

Names and rank.	Date of appointment.	Brevets and former commissions.	Remarks.
Subsistence Department.			
George Gibson, colonel, and commissary general of subsistence, - - - -	April 18, 1818,	- -	Washington.
For assistant commissaries of subsistence, see the subalterns of the line.			
Purchasing Department.			
Callender Irvine, commissary of purchases, -	August 8, 1812,	- -	Philadelphia.
Pay Department.			
Colonel N. Towson, paymaster general, -	- - -	- -	Office, Washington.
Thomas Wright, - paymaster, -	June 22, 1815,	- -	Pensacola.
Asher Phillips, - do. -	August 26, 1815,	- -	Louisville, Ken.
Alphonso Wetmore, - do. -	Oct. 14, 1815,	- -	Franklin, Missouri.
Benjamin F. Larned, - do. -	Nov. 24, 1815,	- -	Green bay.
David Gwynne, - do. -	April 29, 1816,	- -	Detroit, Mich. Ter.
David S. Townsend, - do. -	April 29, 1816,	- -	Boston, Mass.
Charles B. Tallmadge, - do. -	March 27, 1818,	- -	New York.
Daniel Randall, - do. -	July 21, 1818,	- -	Baton Rouge.
Charles H. Smith, - do. -	Nov. 24, 1819,	- -	Norfolk, Va.
Thomas Biddle, - do. -	August 7, 1820,	- -	St. Louis.
A. A. Massias, - do. -	Dec. 12, 1820,	- -	Charleston.
T. P. Andrews, - do. -	May 22, 1822,	- -	Washington.
Jeremiah D. Hayden, - do. -	July 1, 1824,	- -	Red river.
Edmund Kirby, - do. -	August 5, 1824,	- -	Utica, N. Y.
Medical Department.			
Joseph Lovell, surgeon general, -	April 18, 1818,	- -	Washington.
Thomas Lawson, - surgeon, -	May 21, 1813,	- -	4th infantry.
Thomas G. Mower, - do. -	June 30, 1814,	- -	New York.
B. F. Harney, - do. -	August 17, 1814,	- -	1st infantry.
W. V. Wheaton, - do. -	Sept. 4, 1816,	- -	3d infantry.
John Gale, - do. -	April 18, 1818,	- -	6th infantry.
Josiah Everett, - do. -	Jan. 28, 1820,	- -	West Point.
Edward Purcell, - do. -	June 18, 1821,	- -	5th infantry.
B. Delavan, - do. -	Jan. 27, 1823,	- -	7th infantry.
George W. Maupin, - assistant surgeon, -	Nov. 5, 1802,	- -	Fortress Monroe.
James H. Sargent, - do. -	March 6, 1806,	- -	Fort Sullivan.
Sylvester Day, - do. -	Dec. 9, 1807,	- -	Sackett's Harbor.
William Turner, - do. -	Sept. 29, 1812,	- -	Fort Wolcott.
Foster Swift, - do. -	Feb. 18, 1814,	- -	Fort Trumbull.
T. I. C. Monroe, - do. -	April 29, 1816,	- -	Arsenal, Richmond.
Samuel B. Smith, - do. -	Nov. 12, 1816,	- -	Fort Delaware.
James Mann, - do. -	April 18, 1818,	- -	Boston harbor.
J. Wallace, - do. -	April 18, 1818,	- -	Savannah.
Joseph Eaton, - do. -	April 18, 1818,	- -	Fort Preble.
Robert Archer, - do. -	April 18, 1818,	- -	Fortress Monroe.
George C. Clitherall, - do. -	April 18, 1818,	- -	Fort Johnson, N. C.
Squire Lea, - do. -	May 15, 1818.		
Joseph P. Russell, - do. -	August 10, 1818,	- -	Fort Columbus.
Richard Weightman, - do. -	August 21, 1818,	- -	St. Augustine.
I. P. C. McMahon, - do. -	July 23, 1819,	- -	New Orleans.
William Beaumont, - do. -	Dec. 4, 1819,	- -	Mackinac.
William H. Nicoll, - do. -	Jan. 28, 1820,	- -	6th infantry.
Robert French, - do. -	April 12, 1820,	- -	Fort Wood.
William S. Comstock, - do. -	Oct. 12, 1820.		
Richard Randall, - do. -	Oct. 12, 1820,	- -	Charleston harbor.
Lyman Foot, - do. -	Dec. 12, 1820,	- -	2d infantry.
Thomas P. Hall, - do. -	Dec. 12, 1820,	- -	Augusta.
C. A. Finley, - do. -	June 1, 1821,	- -	4th infantry.
R. M. Coleman, - do. -	June 1, 1821,	- -	1st infantry.
Benjamin King, - do. -	June 1, 1821,	- -	Fort McHenry.
Prestley H. Craig, - do. -	June 1, 1821,	- -	5th infantry.
John Jackson, - do. -	June 1, 1821,	- -	Fort Washington.
John A. Brereton, - do. -	July 1, 1821,	- -	Washington.
Henry Stevenson, - do. -	July 16, 1821,	- -	Pittsburg.
Mordecai Hale, - do. -	Oct. 27, 1821,	- -	Fort Lafayette.
Richard S. Satterlee, - do. -	Feb. 25, 1822,	- -	3d infantry.
Zina Pitcher, - do. -	May 8, 1822,	- -	3d infantry.
W. E. Langdon, - do. -	May 8, 1822,	- -	Fort Niagara.
Robert McMillan, - do. -	July 1, 1822,	- -	4th infantry.
Edwin James, - do. -	Jan. 27, 1823,	- -	5th infantry.
Charles F. Luce, - do. -	Sept. 22, 1823,	- -	7th infantry.
Samuel G. I. DeCamp, do. -	Oct. 10, 1823,	- -	4th infantry.
Edward Macomb, - do. -	Jan. 20, 1824,	- -	4th infantry.
George P. Todsen, - do. -	Jan. 20, 1824,	- -	Petite Coquille.
John W. Baylor, - do. -	July 8, 1824,	- -	7th infantry.
John Torrey, - do. -	August 5, 1824,	- -	West Point.
P. G. Randolph, - do. -	Oct. 8, 1824,	- -	Fort St. Philip.
Hamilton S. Hawkins, - do. -	Nov. 22, 1824.		
John Thurston, - do. -	Jan. 1, 1825,	- -	Fort Constitution.

GENERAL STAFF—Continued.

Names and rank.	Date of appointment.	Brevet and former commissions.	Remarks.
ENGINEER DEPARTMENT.			
Corps of Engineers.			
Alexander Macomb, chief engineer, - -	July 6, 1812,	Major general brevet, Sept. 11, 1814,	Chief engineer, headquarters, Washington.
General Simon Bernard, - - -	Nov. 16, 1816,	- -	Assistant engineer.
Charles Gratiot, lieutenant colonel, - -	March 31, 1819.		
J. G. Totten, major, - - - -	Nov. 12, 1818,	Lieut. col. brevet, Sept. 11, 1814.	
Samuel Babcock, major, - - -	March 31, 1819.		
Sylvester Thayer, - captain, -	Oct. 13, 1813,	Lieut. col. brevet, March 3, 1823.	
R. E. De Russey, - do. -	Feb. 9, 1815,	Brev. Sept. 11, 1814.	
T. W. Maurice, - do. -	Nov. 12, 1818.		
John L. Smith, - do. -	Aug. 29, 1820.		
George Blaney, - do. -	July 1, 1824.		
Wm. H. Chase, - do. -	Jan. 1, 1825.		
Thomas I. Leslie, - first lieutenant, -	March 31, 1819,	- -	Paymaster, N. Y.
Rd. Delafield, - do. -	Aug. 29, 1820.		
Andrew Talcott, - do. -	Oct. 1, 1820.		
William A. Eliason, - do. -	July 28, 1823.		
Cornelius A. Ogden, - do. -	July 1, 1824.		
Henry Brewerton, - do. -	Jan. 1, 1825.		
Stephen Tuttle, - second lieutenant, -	Aug. 29, 1820,	Brev. July 1, 1820.	
Edward H. Courtenay, - do. -	July 1, 1821.		
George Dutton, - do. -	July 1, 1822.		
Joseph Mansfield, - do. -	July 1, 1822.		
Alfred Mordecai, - do. -	July 1, 1823.		
Dennis H. Mahan, - do. -	July 1, 1824.		
Topographical Engineers.			
John Anderson, - major, -	April 12, 1813,	Lieut. col. brevet.	
Isaac Roberdeau, - do. -	April 29, 1813,	Lieut. col. brevet.	
John J. Abert, - do. -	Nov. 22, 1814,	Lieut. col. brevet.	
James Kearney, - do. -	April 29, 1816.		
Stephen H. Long, - do. -	April 29, 1816.		
P. H. Perrault, - do. -	Feb. 17, 1817.		
Assistant Topographical Engineers.			
William Tell Poussin, - captain, -	March 6, 1817.		
John Le Conte, - do. -	April 18, 1818.		
Hartman Bache, - do. -	July 24, 1818.		
W. G. McNeill, - do. -	Jan. 27, 1823.		

MILITARY ACADEMY, WEST POINT, NEW YORK.

INSPECTOR.

Brevet Major General Alexander Macomb, Chief Engineer, (*ex officio*) inspector of the Military Academy.

SUPERINTENDENT AND COMMANDANT.

Brevet Lieutenant Colonel S. Thayer, corps of engineers.

ACADEMIC STAFF.

Jared Mansfield, professor of natural and experimental philosophy.
Lt. Samuel S. Smith, (3d artillery,) assistant professor of natural and experimental philosop
Charles Davies, professor of mathematics.
Lieutenant Horace Webster, (3d infantry,) assistant professor of mathematics.
Lisutenant Edward C. Ross, (4th artillery,) acting professor of mathematics.
Lieutenant George S. Green, (3d artillery,) acting professor of mathematics.
Lieutenant D. H. Mahan, (corps of engineers,) acting professor of mathematics.
Captain David B. Douglass, professor of engineering.
Lieutenant Alfred Mordecai, (corps of engineers,) assistant professor of engineering.
——— ———, chaplain and professor of ethics.
Brevet Major W. I. Worth, (1st artillery,) instructor of tactics.
Captain E. A. Hitchcock, (1st infantry,) assistant instructor of tactics.
Lieutenant Seth M. Capron, (5th infantry,) assistant instructor of tactics.
Lieutenant Z. I. D. Kinsley, (3d artillery,) acting instructor of artillery.
Doctor John Torrey, acting professor of chemistry and mineralogy.
Lieutenant Jonathan Prescott, (1st artillery,) assistant professor of chemistry and mineralogy.
Claudius Berard, 1st teacher of the French language.
Joseph Du Commun, 2d teacher of the French language.
Thomas Gimbrede, teacher of drawing.
Pere Thomas, sword-master.

MILITARY STAFF.

Captain Æneas Mackay, quartermaster.
Lieutenant Thomas J. Leslie, corps of engineers, treasurer.
Lieutenant H. H. Gird, (4th artillery,) acting adjutant.

ARMY REGISTER—Continued.

ARTILLERY SCHOOL FOR PRACTICE, FORTRESS MONROE, VIRGINIA.

Composed of ten companies detached from the several regiments of artillery.

Colonel, John R. Fenwick, 4th regiment of artillery.
Lieutenant colonel. Abraham Eustis, 4th regiment of artillery.
Major. Alexander C. W. Fanning, 2d regiment artillery, brevet major.
Adjutant, Lieutenant John R. Vinton, 3d regiment artillery.
Assistant quartermaster, Captain H. Whiting, 1st regiment artillery.
Assistant commissary of subsistence, Lieutenant A. McIntire, 1st regiment artillery.
Surgeon.
Assistant surgeon, Robert Archer.
Ordnance officer, Captain R. L. Baker, 1st regiment artillery.
Assistant, Lieutenant W. E. Williams, 2d regiment artillery.
Instructor of mathematics, Lieutenant W. T. Washington, 4th regiment artillery.
Instructor of engineering.
Instructor of military drawing.
Professor of chemistry.

Names and rank.	Brevets and former commissions.
First Regiment of Artillery.	
COLONEL.	
James House, May 8, 1822.	
LIEUTENANT COLONEL.	
G. Bomford, Feb. 9, 1815,	Brvt. Dec. 22, 1814; ord.
MAJOR.	
John B. Walbach, April 25, 1818.	Lt. col. brvt. May 1, 1815.
CAPTAINS.	
J. B. Crane, July 6, 1812,	Maj. brvt. Nov. 13, 1813.
A. S. Brooks, July 6,	Maj. brvt. Sept. 11, 1814.
S. Churchill, Aug. 15, 1813,	Maj. bvt. Aug. 15, 1823; ord.
W. J. Worth, Aug. 19, 1814,	Maj. brvt. July 25, 1814.
Milo Mason, May 17, 1816.	
H. Whiting, Mar. 3, 1817,	Brevet Mar. 17, 1814, assistant quartermaster.
F. Whiting, Sept. 10, 1819.	
R. L. Baker, do	
H. Saunders, Nov. 4, 1823.	
R. M. Kirby, Aug. 5, 1824,	Brevet Sept. 17, 1814.
FIRST LIEUTENANTS.	
N. G. Dana, April 20, 1818,	Assist. com. subsistence.
Timothy Green, do	Assist. com. subsistence.
J. J. Davis, do	Assist. com. subsistence.
W. T. Willard, do	
H. W. Griswold, Dec. 12,	Adjutant.
W. Smith, June 5, 1819,	Assist. com. subsistence.
H. F. Evans, August 8.	
J. Simonson, October 10.	
J. Symington, May 17, 1820.	
M. A. Patrick, August 11,	Assist. com. subsistence.
A. McIntire, Dec. 1, 1822,	Assist. com. subsistence.
Giles Porter, Feb. 1, 1823.	
George Webb, May 15.	
J. Howard, November 1.	
D. Van Ness, November 4.	
Justin Dimick, May 1, 1824,	Assist. com. subsistence.
Daniel Tyler, May 6.	
W. H. Swift, August 5.	
SECOND LIEUTENANTS.	
L. Gates, August 13, 1819.	
D. D. Tompkins, July 1, 1820.	
H. I. Feltus, do	
G. Ramsay, do	
W. T. W. Tone, July 12.	
H. P. Welch, October 27.	
J. Prescott, July 1, 1821.	
Chas. Dimmock, do	
W. Wheelright, do	
J. H. Cooke, July 1, 1822.	
J. I. Schuyler, do	
Isaac Trimble, do	
L. B. Webster, July 1, 1823.	
Geo. Nauman, July 1, 1823.	
Andrew Kinnard, do	
John Farley, do	
J. W. A. Smith, July 1, 1824.	
J. K. Findley, do	
George W. Long, do	Brevet.
J. M. Fessenden, do	Brevet.
Second Regiment of Artillery.	
LIEUTENANT COLONEL.	
W. Macrea, April 19, 1814,	Col. brevet April 19, 1824.
MAJOR.	
J. Hindman, June 26, 1813,	Col. brevet, May 17, 1815.
CAPTAINS.	
Wm. Gates, March 3, 1813,	Maj. brvt. Mar. 3, 1823.
A. C. W. Fanning, Mar. 13,	Maj. brvt. Aug. 15, 1814.
J. F. Heileman, May 5,	Maj. brvt. May 5, 1823.
George Talcott, August 5,	Maj. bvt. Aug. 5, 1823; ord.
C. J. Nourse, June 17, 1816,	Brevet August 15, 1813.
F. S. Belton, July 31, 1817.	
R. A. Zantzinger, Dec. 12, 1818.	Brevet August 15, 1814.
J. Mountfort, Aug. 11, 1819,	Brevet Sept. 11, 1814.
T. C. Legate, May 13, 1820.	
N. Baden, April 1, 1824,	Brevet August 6, 1823.
FIRST LIEUTENANTS.	
Elijah Lyon, Jan. 1, 1817,	Assist. com. subsistence.
Richard Bache, June 15,	Brevet April 17, 1813; assist. com. subsistence.
G. S. Drane, Nov. 15.	
G. W. Gardiner, April 20, 1818.	Assist. com. subsistence.
C. S. Merchant, do	Assist. com. subsistence.
Charles Mellon, do	
Allen Lowd, do	Assist. com. subsistence.
H. W. Fitzhugh, do	Assist. com. subsistence.
James S. Abeel, do	Brevet October 1, 1814.
R. L. Armstrong, July 2,	Adjutant.
H. S. Mallory, May 31, 1819.	
James Spencer, June 26.	
W. Wells, August 28.	
J. A. Webber, October 31.	
F. L. Griffith, Nov. 28.	
C. M. Eakin, May 13, 1820.	
J. Strong, July 1, 1822.	
W. E. Williams, April 1, 1824.	
SECOND LIEUTENANTS.	
S. McKenzie, July 24, 1818.	
E. Harding, do	
James Green, Sept. 11.	
A. C. Fowler, Mar. 3, 1819.	
Martin Thomas, March 31.	
G. W. Whistler, July 1.	
Jacob A. Dumest, do	
Henry Gilbert, do	

ARMY REGISTER—Continued.

Names and rank.	Brevets and former commissions.
T. P. Ridgely, Aug. 13, 1819.	
W. C. De Hart, July 1, 1820.	
J. A. Chambers, do	
Joshua Barney, do	
W. S. Maitland, do	
T. Burk, Oct. 27, 1820.	
James Grier, July 1, 1821.	
T. R. Ingalls, July 1, 1822.	
R. De Treville, July 1, 1823.	
R. E. Hazzard, July 1, 1824.	
J. M. W. Picton, do	Brevet.
H. A. Wilson, do	Brevet.
Third Regiment of Artillery.	
COLONEL.	
W. K. Armistead, Nov. 12, 1818.	
LIEUTENANT COLONEL.	
W. Lindsay, Mar. 12, 1813,	Col. brvt. March 12, 1823.
MAJOR.	
J. Bankhead, Aug. 15, 1813,	Lt. col. bvt. Aug. 15, 1823.
CAPTAINS.	
Roger Jones, July 6, 1812,	Lt. col. bvt. Sept. 17, 1814.
S. B. Archer, do	Inspector general.
John A. Burd, do	Maj. brvt. Oct. 31, 1814.
T. Stockton, Sept. 10,	Maj. brvt. April 15, 1814.
H. K. Craig, Dec. 23, 1813,	Maj. bvt. Dec. 23, 1823; ord.
Mann P. Lomax, Nov. 17, 1814.	Maj. brvt. Nov. 17, 1824.
Felix Ansart, Nov. 28, 1819.	
S. Spotts, May 8, 1822,	Brevet January 8, 1815.
D. T. Welch, Dec. 1,	Brevet June 20, 1814.
Æneas Mackay, Dec. 31,	Acting quartermaster.
FIRST LIEUTENANTS.	
J. P. Taylor, Nov. 24, 1817.	Assist. com. subsistence; brevet July 15, 1814.
John A. Dix, Mar. 23, 1818.	Aid to General Brown.
L. G. De Russey, April 20.	
Thomas Childs, do	Assist. com. subsistence.
G. S. Wilkins, do	
C. M. Thruston, do	Adjutant.
Thomas J. Baird, June 2,	Assist. com. subsistence.
Upton S. Frazer, Oct. 20,	Assist. com. subsistence.
T. W. Lendrum, May 30, 1819.	Assist. com. subsistence.
J. W. Phillips, August 4.	
James D. Graham, Sept. 8.	
J. R. Vinton, Sept. 30.	
R. B. Lee, October 31.	
S. S. Smith, Nov. 30, 1820.	
S. Ringgold, May 8, 1822.	
G. W. Corprew, Aug. 6.	
W. S. Newton, Dec. 31.	
W. B. Davidson, Jan. 1, 1825.	
SECOND LIEUTENANTS.	
C. Wharton, Oct. 28, 1818.	
Z. I. D. Kinsley, July 1, 1819.	
John L'Engle, do	Assist. com. subsistence.
A. Brockenbrough, do	
L. A. Rigail, August 4.	
H. Garner, Jan. 28, 1820.	
F. N. Barbarin, July 1.	
M. Burk, do	
W. H. Kerr, October 27.	
R. D. A. Wade, do	
John F. Scott, July 1, 1821.	
C. G. Smith, July 1, 1822.	
Campbell Graham, do	
T. B. Wheelock, do	
W. C. Young, do	
G. S. Green, July 1, 1823.	
R. P. Parrott, July 1, 1824.	
N. B. Bennett, do	
W. P. Bainbridge, do	Brevet.
Fourth Regiment of Artillery.	
COLONEL.	
J. R. Fenwick, May 8, 1822,	Brevet March 18, 1813.
LIEUTENANT COLONEL.	
Abram Eustis, May 8, 1822,	Brevet September 10, 1813.
MAJOR.	
Wm. Wilson, May 8, 1822,	Brevet May 3, 1818.
CAPTAINS.	
E. Humphreys, Jan. 9, 1809,	Maj. brvt. Dec. 28, 1814.
B. K. Peirce, Oct. 1, 1813,	Maj. brevet Oct. 1, 1823.
M. M. Payne, Mar. 2, 1814,	Maj. brevet Mar. 2, 1824.
John R. Bell, October 10,	Maj. brevet Oct. 10, 1824.
W. Wade, Feb. 9, 1815,	Ordnance.
G. N. Morris, Jan. 15, 1817.	
John Erving, April 25, 1818.	
L. Whiting, May 21, 1822.	
W. L. McClintock, Aug. 11, 1823.	
I. L. Gardner, Nov. 1,	Acting quartermaster.
FIRST LIEUTENANTS.	
J. Munroe, April 20, 1818,	Assist. com. subsistence.
Jac. Schmuck, do	Brevet July 25, 1814.
J. W. Ripley, do	
Hugh K. Mead, do	Assist. com. subsistence.
Patrick H. Galt, Sept. 26,	Aid to General Scott.
James Monroe, Dec. 31.	
I. A. Adams, July 31, 1819.	
C. Despenville, Sept. 10,	Assist. com. subsistence.
I. M. Washington, May 23, 1820.	
H. Brown, Aug. 23, 1821,	Aid to General Brown.
Samuel Cooper, do	
C. Ward, July 20, 1822.	
H. A. Thompson, Dec. 31,	Adjutant.
W. Turnbull, Jan. 15, 1823.	
J. R. Blaney, August 11.	
W. W. Morris, do	
W. H. Bell, November 1.	
E. G. W. Butler, Nov. 6.	
SECOND LIEUTENANTS.	
S. B. Dusenbury, July 1, 1820.	
E. A. Alberti, July 12, 1820.	
Clark Burdine, July 1, 1821.	
W. W. Wells, do	
J. C. Holland, do	Assist. com. subsistence.
Edward C. Ross, do	
John B. Scott, do	
Horace Bliss, July 1, 1822.	
William Cook, do	
William Rose, do	
Walter Gwynn, do	
Aug. Canfield, do	
John Pickell, do	
Henry H. Gird, do	
G. C. Richards, July 1, 1823.	
A. Beckley, do	
F. Searle, do	
W. T. Washington, Aug. 19.	
J. N. Dillahunty, July 1, 1824.	Brevet.
F. L. Jones, do	Brevet.
First Infantry.	
COLONEL.	
T. Chambers, Nov. 10, 1818.	
LIEUTENANT COLONEL.	
Z. Taylor, April 20, 1819.	

ARMY REGISTER—Continued.

Names and rank.	Brevets and former commissions.
MAJOR.	
R. Whartenby, Ap. 30, 1817,	Brevet May 1, 1814.
CAPTAINS.	
D. E. Twiggs, July 6, 1812,	Maj. brvt. Sept. 21, 1814.
S. W. Kearney, Ap. 1, 1813,	Major brvt. April 1, 1823.
Jas. H. Gale, July 31, 1817.	
W. V. Cobbs, March 31, 1819.	
G. Loomis, April 7.	
T. F. Smith, April 25.	
R. B. Mason, July 31.	
Wm. H. Ker, Dec. 1, 1820.	
Geo. C. Spencer, June 1, 1822.	
E. A. Hitchcock, Dec. 31, 1824.	
FIRST LIEUTENANTS.	
W. S. Harney, Jan. 7, 1819.	
W. R. Jouett, March 31.	
Thos. Barker, July 23, 1820,	Assist. com. subsistence.
Const. Pierce, Sept. 3.	
S. Shannon, Dec. 1.	
J. Mackenzie, Nov. 18, 1822.	
R. Lowndes, Aug. 7, 1823,	Aid to General Gaines.
Sam. McRee, Sept. 30.	
Wm. Day, Dec. 25.	
Thos. P. Gwynne, Dec. 31, 1824.	
SECOND LIEUTENANTS.	
Jefferson Vail, July 1, 1821.	
W. M. Boyce, July 1, 1822.	
John J. Abercrombie, do.	
Samuel Wragg, do.	Adjutant.
W. Reynolds, July 1, 1823.	
R. H. Stuart, do.	
A. S. Miller, do.	
Jas. W. Kingsbury, Aug. 19.	
Eph. W. Low, July 1, 1824.	
W. L. Harris, do.	
W. Bloodgood, do.	Brevet.
J. Van Swearingen, do.	Brevet.

Second Infantry.

COLONEL.	
Hugh Brady, July 6, 1812,	Brig. gen. brevet, July 6, 1822.
LIEUTENANT COLONEL.	
W. Lawrence, May 8, 1818,	Brevet, Sept. 15, 1814.
MAJOR.	
Enos Cutler, Feb. 10, 1818,	Brevet, May 1, 1814.
CAPTAINS.	
Alex. R. Thompson, May 1, 1814.	Major brevet, May 1, 1824.
Newman S. Clark, Oct. 1,	Major brevet, Oct. 1, 1824.
E. Boardman, March 31, 1817.	Brevet, Aug. 1, 1813.
T. J. Beall, Sept. 26, 1818,	Brevet, March 17, 1824.
W. Hoffman, May 1, 1819.	
J. H. Wilkins, Aug. 28.	
G. Dearborn, Sept. 30.	
T. Staniford, Mar. 1, 1820.	
B. A. Boynton, Jan. 8, 1823.	
Owen Ranson, Jan. 25.	
FIRST LIEUTENANTS.	
Jas. Young, June 30, 1814,	Captain brevet, June 30, 1824; assist. com. subsist.
Walter Bicker, jr., Sept. 1,	Captain brevet, Sept. 1, 1824; assist. com. subsist.
R. M. Harrison, Nov. 1, 1817.	
C. F. Morton, March 31, 1819.	
Seth Johnson, May 1.	
Joshua B. Brant, Dec. 1,	Assist. quartermaster; brvt. Sept. 17, 1814.
John Clitz, Dec. 31,	Adjutant.
E. K. Barnum, Dec. 31, 1820.	
John Bradley, Oct. 2, 1822.	
E. V. Sumner, Jan. 25, 1823.	
SECOND LIEUTENANTS.	
Ed. B. Griswold, Aug. 13, 1819.	
Samuel L. Russel, do.	Assist. com. subsistence.
D. Brooks, Jan. 28, 1820.	
Carlos A. Waite, do.	
J. B. Pendleton, July 12.	
J. S. Gallagher, Oct. 4.	
Thompson Morris, July 1, 1822.	
J. J. B. Kingsbury, July 1, 1823.	
J. R. Smith, do.	
H. Day, do.	
F. D. Newcomb, July 1, 1824.	Brevet.
Electus Backus, do.	Brevet.

Third Infantry.

COLONEL.	
N. Pinkney, May 13, 1820.	
LIEUTENANT COLONEL.	
John McNeal, jr., Feb. 24, 1818.	Col. brvt. July 25, 1814.
MAJOR.	
D. Baker, June 1, 1819,	Brevet, Aug. 9, 1812.
CAPTAINS.	
W. Whistler, Dec. 31, 1812,	Major brvt. Dec. 31, 1822.
John Bliss, May 13, 1813,	Major brvt. May 13, 1823.
Benj. Watson, Aug. 15,	Major brvt. July 25, 1814.
H. Bradley, April 19, 1814,	Major brvt. April 19, 1824.
John Green, Sept. 25,	Major brvt. Sept. 25, 1824.
J. Garland, May 7, 1817.	
W. Browning, Nov. 1,	Brevet, Oct. 31, 1814.
J. S. Nelson, Aug. 13, 1819,	Brevet, April 30, 1813.
S. H. Webb, July 9, 1820.	
W. G. Belknap, Feb. 1, 1822.	
FIRST LIEUTENANTS.	
John B. Clark, May 7, 1817,	Assist. com. subsistence.
Ed. E. Brooks, June 1.	
And. Lewis, Feb. 10, 1818,	Assist. com. subsistence.
T. J. Harrison, April 20.	
James Dean, Oct. 31,	Adjutant.
H. Webster, April 5, 1820.	
H. H. Loring, Oct. 17.	
S. W. Hunt, Feb. 1, 1822.	
J. W. Webb, Aug. 11, 1823,	Assist. com. subsistence.
Benj. Walker, Oct. 13.	
SECOND LIEUTENANTS.	
L. N. Morris, July 1, 1820.	
Stewart Cowan, July 12.	
Otis Wheeler, July 1, 1821.	
Hy. Bainbridge, do.	
Geo. Wright, July 1, 1822.	
John D. Hopson, do.	
Aaron M. Wright, do.	Assist. com. subsistence.
J. W. Cotton, July 1, 1823,	
E. B. Alexander, do.	
E. B. Birdsall, do.	
Tim. Paige, July 1, 1824,	Brevet.

ARMY REGISTER—Continued.

Names and rank.	Brevets and former commissions.
Fourth Infantry.	
COLONEL.	
D. L. Clinch, Apr. 20, 1819.	
LIEUTENANT COLONEL.	
G. M. Brooke, Mar. 1, 1819,	Col. brevet, Sept. 17, 1814.
MAJOR.	
S. Donoho, May 1, 1824,	Brevet, July 6, 1822.
CAPTAINS.	
J. H. Hook, May 20, 1813,	Major brvt, May 20, 1823.
J. S. McIntosh, March 8, 1817.	
J. M. Glassell, Feb. 10, 1818.	
Francis L. Dade, Feb. 24.	
Philip Wager, May 8, 1818.	
Hen. Wilson, Apr. 20, 1819.	
R. M. Sands, April 30.	
F. W. Brady, Dec. 31, 1820.	
H. R. Dulany, Feb. 3, 1822.	
Wm. Lear, May 1, 1824.	
FIRST LIEUTENANTS.	
Jer. Yancey, Dec. 1, 1818.	
G. W. Allen, Jan. 1, 1819.	
J. Page, do	Assist. com. subsistence.
E. Webb, July 31.	
W. M. Graham, Aug. 11,	Assist. com. subsistence.
E. H. Alexander, Aug. 20, 1820.	
Thos. Johnson, Dec. 31.	
Jos. B. Shaw, Feb. 3, 1822,	Assist. com. subsistence.
A. W. Thornton, April 25, 1823.	Assist. com. subsistence.
G. W. Mountz, May 1, 1824.	
SECOND LIEUTENANTS.	
J. B. Triplet, Oct. 27, 1820.	
Wm. Martin, do	Adjutant.
P. Morrison, do	
W. Lacey, July 1, 1822.	
Eustace Trenor, do	
Geo. A. McCall, do	
L. Thomas, July 1, 1823.	
R. D. C. Collins, do	
Elias Phillips, do	
Gov. Morris, May 24, 1824.	
Dixon S. Miles, July 1,	Brevet.
Fifth Infantry.	
COLONEL.	
J. Snelling, June 1, 1819.	
LIEUTENANT COLONEL.	
W. Morgan, Nov. 10, 1818.	
MAJOR.	
J. H. Vose, Dec. 31, 1820.	Brevet, Aug. 4, 1814.
CAPTAINS.	
S. Burbank, Mar. 13, 1813,	Major brvt. July 25, 1814.
Geo. Bender, May 13,	Major brvt. May 13, 1823; assistant quartermaster.
T. Hamilton, Feb. 21, 1814,	Major brvt. Feb. 21, 1824.
J. Fowle, June 10,	Major brvt. June 10, 1824.
T. F. Hunt, May 20, 1820,	Assistant quartermaster.
J. Plympton, June 1, 1821.	
D. Wilcox, April 1, 1822.	
R. A. McCabe, May 1, 1824.	
Nathan Clarke, June 29.	
Thos. Hunt, Sept. 27.	
FIRST LIEUTENANTS.	
J. McIlvain, April 30, 1819.	
M. Scott, Nov. 2.	
G. Lowe, March 15, 1820.	
P. R. Green, March 27,	Adjutant.
C. Burbridge, June 1, 1821.	
J. B. F. Russell, Nov. 1.	
C. C. Hobart, April 1, 1822.	
J. M. Baxley, May 1, 1824.	
W. E. Cruger, June 29.	
Phineas Andrews, Sept. 27.	
SECOND LIEUTENANTS.	
W. Alexander, Oct. 27, 1820.	
S. M. Capron, July 1, 1821.	
Julius A. d'Lagnel, do	Assist. com. subsistence.
St. Clair Denny, July 1, 1822.	
David Hunter, do	
Henry Clark, do	
D. W. Allanson, May 24, 1824.	
Anthy. Drane, July 1, 1824.	
L. T. Jamison, do	
Alex. Johnston, do	
W. B. Thompson, do	Brevet.
Sixth Infantry.	
COLONEL.	
H. Atkinson, April 15, 1814,	Brig. gen. brvt. May 13, 1820.
LIEUTENANT COLONEL.	
H. Leavenworth, Feb. 10, 1818.	Col. brvt. July 25, 1814.
MAJOR.	
A. R. Woolley, Feb. 9, 1815.	
CAPTAINS.	
W. S. Foster, Mar. 13, 1813,	Major brvt. Aug. 15, 1814.
D. Ketchum, Sept. 30, 1813,	Major brvt. July 25, 1814.
Charles Larrabee, do	Major brvt. Aug. 9, 1812.
W. Armstrong, July 31, 1818.	
Bennet Riley, Aug. 6.	
James S. Gray, Nov. 10.	
E. Shaler, April 30, 1819.	
J. Clark, jr., Aug. 27, 1822,	Assistant quartermaster.
John Gantt, Feb. 28, 1823.	
C. Pentland, July 21.	
FIRST LIEUTENANTS.	
Jacob Brown, Aug. 18, 1819,	Assistant quartermaster.
Z. C. Palmer, Mar. 1, 1820,	Assist. com. subsistence.
Alf. Mitchell, Dec. 1.	
W. N. Wickliffe, Aug. 27, 1822.	
Henry Smith, Jan. 8, 1823.	
N. I. Cruger, Feb. 28.	
Thos. Noel, April 16.	
Joseph Pentland, June 1,	Adjutant.
Jason Rogers, July 21.	
Geo. C. Hutter, Sept. 30.	
SECOND LIEUTENANTS.	
D. H. Vinton, July 1, 1822.	
Geo. W. Folger, do	
R. Holmes, July 1, 1823.	
G. W. Waters, do	
Levi Nute, do	
M. W. Batman, do	
Geo. Andrews, do	
Asa Richardson, do	
John Nichols, do	
G. H. Crosman, do	
W. W. Eaton, July 1, 1824.	Brevet.

ARMY REGISTER—Continued.

Names and rank.	Brevets and former commissions.	Names and rank.	Brevet and former commissions.
Seventh Infantry.			
COLONEL.		FIRST LIEUTENANTS.	
M. Arbuckle, Mar. 16, 1820.		B. L. E. Bonneville, July 9, 1820.	Assistant com. subsistence.
LIEUTENANT COLONEL.		Pierce Butler, Mar. 1, 1822.	
J. B. Many, June 1, 1821.		John Stewart, October 6.	
MAJOR.		W. S. Colquhoun, Dec. 31,	Assistant com. subsistence.
A. Cummings, April 20, '19.		W. W. Outlaw, Feb. 21, '23.	
CAPTAINS.		E. S. Hawkins, Jan. 22, '24.	
W. Davenport, Sep. 28, '12,	Major brev. Sept. 28, 1822.	Charles Thomas, March 1,	Assistant com. subsistence.
Geo. Birch, Aug. 31, 1816.		James Dawson, May 1,	Adjutant.
R. B. Hyde, Oct. 31, 1818.		A. H. Morton, July 31.	
Nath. Young, Jan. 1, 1819.		Francis Lee, September 24.	
Truman Cross, Sept. 27.	Assistant quartermaster.	SECOND LIEUTENANTS.	
D. E. Burch, June 30, 1820,	Assistant quartermaster.	J. R. Stephenson, July 1, 1822.	
H. Berryman, Oct. 6, 1822.		Thomas Johnson, July 1.	
John Philbrick, May 1, '24.		Thos. M'Namara, July 1.	
N. G. Wilkinson, July 31.		J. A. Phillips, July 1, 1823.	
Richard Wash, Sept 24.		J. E. Newell, July 1.	
		J. Macomb, May 24, 1824.	
		Nich. Tillinghast, July 1.	
		W. G. Williams, July 1.	
		W. Bickley, July 1.	
		Joseph Cadle, July 1.	
		Julius Catlin, July 1,	Brevet.

LINEAL RANK.

COLONELS.

Hugh Brady,	2 infantry, brig. gen. brevet.
Henry Atkinson,	6 infantry, brig. gen. brevet.
T. Chambers,	1 infantry.
W. K. Armistead,	3 artillery.
Duncan L. Clinch,	4 infantry.
J. Snelling,	5 infantry.
Matthew Arbuckle,	7 infantry.
Ninian Pinkney,	3 infantry.
John R. Fenwick,	4 artillery.
James House,	1 artillery.

LIEUTENANT COLONELS.

William Lindsay,	3 artillery, colonel brevet.
William Macrea,	2 artillery, colonel brevet.
George Bomford,	1 artillery.
Henry Leavenworth,	6 infantry, colonel brevet.
J. McNeal, Jun.,	3 infantry, colonel brevet.
William Lawrence,	2 infantry.
W. Morgan,	5 infantry.
George M. Brooke,	4 infantry, colonel brevet.
Z. Taylor,	1 infantry.
James B. Many,	7 infantry.
Abraham Eustis,	4 artillery.

MAJORS.

J. Hindman,	2 artillery, colonel brevet.
James Bankhead,	3 artillery, lt. col. brevet.
A. R. Woolley,	6 infantry.
Richard Whartenby,	1 infantry.
E. Cutler,	2 infantry.
John B. Walbach,	1 artillery, lt. col. brevet.
Alexander Cummings,	7 infantry.
Daniel Baker,	3 infantry.
J. H. Vose,	5 infantry.
William Wilson,	4 artillery.
Sanders Donoho,	4 infantry.

CAPTAINS.

Enoch Humphreys,	4 artillery, major brevet.
J. B. Crane,	1 artillery, major brevet.
R. Jones,	3 artillery, lt. col. brevet.
Alexander S. Brooks,	1 artillery, major brevet.
S. B. Archer,	3 artillery, inspector gen.
John A. Burd,	3 artillery, major brevet.
David E. Twiggs,	1 infantry, major brevet.
Thomas Stockton,	3 artillery, major brevet.
William Davenport,	7 infantry, major brevet.
William Whistler,	3 infantry, major brevet.
William Gates,	2 artillery, major brevet.
A. C. W. Fanning,	2 artillery, major brevet.
William S. Foster,	6 infantry, major brevet.
S. Burbank,	5 infantry, major brevet.
Stephen W. Kearney,	1 infantry, major brevet.
J. F. Heileman,	2 artillery, major brevet.
George Bender,	5 infantry, major brevet.
John Bliss,	3 infantry, major brevet.
James H. Hook,	4 infantry, major brevet.
G. Talcott,	2 artillery, major brevet.
S. Churchill,	1 artillery, major brevet.
Benjamin Watson,	3 infantry, major brevet.
Daniel Ketchum,	6 infantry, major brevet.
C. Larrabee,	6 infantry, major brevet.
B. K. Pierce,	4 artillery, major brevet.
H. K. Craig,	3 artillery, major brevet.
Thomas Hamilton,	5 infantry, major brevet.
M. M. Payne,	4 artillery, major brevet.
H. Bradley,	3 infantry, major brevet.
Alexander R. Thompson,	2 infantry, major brevet.
J. Fowle,	5 infantry, major brevet.
W. J. Worth,	1 artillery, major brevet.
John Green,	3 infantry, major brevet.
Newman S. Clarke,	2 infantry, major brevet.
John R. Bell,	4 artillery, major brevet.
M. P. Lomax,	3 artillery, major brevet.
W. Wade,	4 artillery.
Milo Mason,	1 artillery.
Charles J. Nourse,	2 artillery.
George Birch,	7 infantry.
George N. Morris,	4 artillery.
Henry Whiting,	1 artillery.
J. S. McIntosh,	4 infantry.
Elijah Boardman,	2 infantry.
John Garland,	3 infantry.
Francis S. Belton,	2 artillery.
James H. Gale,	1 infantry.
William Browning,	3 infantry.
James M. Glassell,	4 infantry.
F. L. Dade,	4 infantry.
J. Erving,	4 artillery.
Philip Wager,	4 infantry.
William Armstrong,	6 infantry.
Bennet Riley,	6 infantry.
Thomas J. Beall,	2 infantry.
R. B. Hyde,	7 infantry.
James S. Gray,	6 infantry.
R. A. Zantzinger,	2 artillery.
N. Young,	7 infantry.
W. V. Cobbs,	1 infantry.
Gustavus Loomis,	1 infantry.
Henry Wilson,	4 infantry.

ARMY REGISTER—Continued.

Thomas F. Smith,	1 infantry.
E. Shaler,	6 infantry.
Richard M. Sands,	4 infantry.
William Hoffman,	2 infantry.
R. B. Mason,	1 infantry.
John Mountfort,	2 artillery.
J. S. Nelson,	3 infantry.
John H. Wilkins,	2 infantry.
F. Whiting,	1 artillery.
R. L. Baker,	1 artillery.
Truman Cross,	7 infantry.
Greenleaf Dearborn,	2 infantry.
Felix Ansart,	3 artillery.
Thomas Staniford,	2 infantry.
Thomas C. Legate,	2 artillery.
Thomas F. Hunt,	5 infantry.
Daniel E. Burch,	7 infantry.
Stephen H. Webb,	3 infantry.
William H. Ker,	1 infantry.
F. W. Brady,	4 infantry.
J. Plympton,	5 infantry.
W. G. Belknap,	3 infantry.
H. R. Dulany,	4 infantry.
D. Wilcox,	5 infantry.
S. Spotts,	3 artillery.
L. Whiting,	4 artillery.
G. C. Spencer,	1 infantry.
J. Clark,	6 infantry.
H. Berryman,	7 infantry.
D. T. Welch,	3 artillery.
Æneas Mackay,	3 artillery.
B. A. Boynton,	2 infantry.
Owen Ransom,	2 infantry.
John Gantt,	6 infantry.
Charles Pentland,	6 infantry.
W. L. McClintock,	4 artillery.
J. L. Gardner,	4 artillery.
H. Saunders,	1 artillery.
N. Baden,	2 artillery.
Robert A. McCabe,	5 infantry.
William Lear,	4 infantry.
John Philbrick,	7 infantry.
Nathan Clark,	5 infantry.
N. G. Wilkinson,	7 infantry.
R. M. Kirby,	1 artillery.
Richard Wash,	7 infantry.
Thomas Hunt,	5 infantry.
Ethan A. Hitchcock,	1 infantry.

The following officers have heretofore held appointments in the staff of the army, with brevet rank of a higher grade than that which they lineally hold at present, viz:

Names.	Present lineal rank.	Staff appointments, with their brevet rank.	Date.
John B. Walbach,	Major,	Adjutant general and colonel,	6 August, 1813.
James Bankhead,	Major,	Adjutant general and colonel,	9 September, 1813.
Roger Jones,	Captain,	Adjutant general and colonel,	10 August, 1818.
J. Erving, Jun.,	Captain,	Assistant adjutant general and major,	1 April, 1813.
S. Churchill,	Captain,	Assistant inspector general and major,	29 August, 1813.
Mann P. Lomax,	Captain,	Assistant adjutant general and major,	3 March, 1814.
Charles J. Nourse,	Captain,	Assistant adjutant general and major,	14 September, 1814.
F. S. Belton,	Captain,	Assistant adjutant general and major,	18 October, 1814.
Milo Mason,	Captain,	Deputy quartermaster general and major,	13 February, 1818.
R. M. Kirby,	Captain,	Assistant adjutant general and major,	29 April, 1816.
J. M. Glassell,	Captain,	Assistant adjutant general and major,	22 May, 1818.
T. Cross,	Captain,	Assistant inspector general and major,	17 October, 1820.
James Green,	2d lieutenant,	Assistant deputy quartermaster general and capt.,	11 September, 1818.
R. M. Harrison,	1st lieutenant,	Assistant deputy quartermaster general and capt.,	3 May, 1819.
J. B. Brant,	1st lieutenant,	Assistant deputy quartermaster general and capt.,	30 November, 1819.

Resignations, &c. since the publication of the last Register.

RESIGNATIONS.

Major.

William Bradford, 4th infantry, May 1, 1824.

Captains.

Frederick Lewis, engineers, July 1, 1824.
Hip. Dumas, engineers, January 1, 1825.
James Dalliba, 1st artillery, May 1, 1824.
Edmund Kirby, 1st artillery, August 5, 1824.
Isaac Roach, 2d artillery, April 1, 1824.
Gaston Powell, 1st infantry, December 31, 1824.
Charles L. Cass, 5th infantry, May 1, 1824.
John Jones, 7th infantry, May 1, 1824.
George Murdock, 7th infantry, July 31, 1824.

Lieutenants.

W. G. McNeill, 1st artillery, May 6, 1824.
J. M. Edwards, 1st artillery, November 1, 1824.
J. S. Hepburn, 2d artillery, October 1, 1824.
J. W. Thompson, 3d artillery, January 1, 1825.
Samuel M. Southerland, 4th artillery, July 15, 1824.
John R. Wilcox, 5th infantry, July 31, 1824.
William N. Bronaugh, 7th infantry, March 1, 1824.

Paymaster.

William S. Smith, July 1, 1824.

Assistant Surgeons.

Joseph Goodhue, December 31, 1824.
George B. McKnight, July 1, 1824.
Alfred Wotkyns, February 1, 1824.
James G. Percival, August 1, 1824.

DEATHS.—*Captains.*

Matthew J. Magee, 5th infantry, June 29, 1824.
Granville Leftwich, 7th infantry, September 24, 1824.

Lieutenants.

John Smith, 3d artillery, August 31, 1824.
F. L. Guion, 4th artillery, April, 1824.
Charles Holt, 1st infantry, September 14, 1824.

Paymaster.

George A. Bibby.

Assistant Surgeons.

Hanson Catlett, October 21, 1824.
S. H. Littlejohn, September 8, 1824.

DISMISSED.—*Captain.*

Morrell Marston, 5th infantry, September 27, 1824.

Lieutenant.

John B. Hobkirk, 7th infantry, January 22, 1824.

Paymaster.

Satterlee Clark, August 5, 1824, (under the third section of the act of 31st January, 1823.)

The following list of Cadets is attached to the Army Register, conformably to a regulation for the government of the Military Academy, requiring the names of the most distinguished Cadets, not exceeding five in each class, to be reported for this purpose at each annual examination.

REPORTED AT THE EXAMINATION IN JUNE, 1824.

First Class.—Dennis H. Mahan, engineering, philosophy, mathematics, drawing, geography, history, ethics and national law, tactics, chemistry and mineralogy, French. John W. A. Smith, chemistry and mineralogy, engineering, mathematics, drawing, geography, history, ethics and national law, philosophy, tactics. Robert P. Parrott, mathematics, engineering, philosophy, French, chemistry and mineralogy, tactics. R. Edward Hazzard, mathematics, philosophy, engineering, tactics. John K. Findlay, mathematics, French, chemistry and mineralogy, geography, history, ethics and national law.

Second Class.—Alexander D. Bache, philosophy, drawing, chemistry. Thompson S. Brown, philosophy, drawing, chemistry. Alexander H. Bowman, philosophy, drawing. Stephen V. R. Ryan, philosophy, chemistry. Peter McMartin, drawing, chemistry, philosophy.

Third Class.—William H. C. Bartlett, mathematics, French, drawing. William Bryant, mathematics, French, drawing. Thomas S. Twiss, mathematics, French, drawing. Charles G. Ridgely, mathematics, French. Daniel S. Herring, mathematics, French.

Fourth Class.—Pierce B. Anderson, mathematics, French. Wm. Maynadier, mathematics, French. Ebenezer S. Sibley, mathematics, French. Lucien I. Bibb, mathematics, French. Alexander S. Hooe, mathematics, French.

A list of the military posts and arsenals in the occupation of the army, the States in which they are situated, and the names of the commanding officers.

Posts.	State or Territory.	Post office.	Names of the commanding officers.
Fort Sullivan,	Maine,	Eastport,	Lieutenant M. A. Patrick.
Fort Preble,	Maine,	Portland,	Brevet Major A. S. Brooks.
Fort Constitution,	New Hampshire,	Portsmouth,	Captain F. Whiting.
Fort Independence,	Massachusetts,	Boston,	Colonel James House.
Fort Wolcott,	Rhode Island,	Newport,	Brevet Major J. B. Crane.
Fort Trumbull,	Connecticut,	New London,	Brevet Lieut. Colonel J. B. Walbach.
Fort Columbus,	New York,	New York,	Brevet Colonel W. Macrea.
Fort Lafayette,	New York,	New York,	Brevet Major W. Gates.
Fort Delaware,	Delaware,	Newcastle,	Lieutenant G. W. Gardiner.
Fort McHenry,	Maryland,	Baltimore,	Brevet Colonel Jacob Hindman.
Fort Severn,	Maryland,	Annapolis,	Brevet Lieutenant Colonel R. Jones.
Fort Washington,	Maryland,	Fort Washington,	Colonel W. K. Armistead.
Fortress Monroe,	Virginia,	Old Point Comfort,	Colonel J. R. Fenwick.
Fort Johnston,	North Carolina,	Smithville,	Captain S. Spotts.
Fort Moultrie,	South Carolina,	Charleston,	Brevet Colonel W. Lindsay.
Fort Jackson,	Georgia,	Savannah,	Lieutenant J. Munroe.
Fort Marion,	Florida,	St. Augustine,	Major W. Wilson.
Cantonment Brooke,	Florida,	St. Augustine,	Brevet Colonel G. M. Brooke.
Fort St. Mark's,	Florida,	Fort Hawkins,	Lieutenant J. B. Triplett.
Cantonment Clinch and Fort Barrancas,	Florida,	Pensacola,	Colonel D. L. Clinch.
Petite Coquille,	Louisiana,	New Orleans,	Captain L. Whiting.
Fort St. Philip,	Louisiana,	New Orleans,	Brevet Major E. Humphreys.
New Orleans,	Louisiana,	New Orleans,	Brevet Major D. E. Twiggs.
Baton Rouge,	Louisiana,	Baton Rouge,	Major R. Whartenby.
Cantonment Jesup,	Louisiana,	Natchitoches,	Lieutenant Colonel J. B. Many.
Cantonment Gibson,	On the Arkansas,	Crawford C. H.,	Colonel M. Arbuckle.
Cantonment Towson,	On the Red river,	Miller C. H.,	Major A. Cummings.
Fort Atkinson,	On the Missouri,	Chariton,	Brevet Colonel Leavenworth.
Fort Crawford,	On the Upper Mississippi,	St. Louis,	Lieutenant Colonel Morgan.
Fort Armstrong,	On the Upper Mississippi,	St. Louis,	Major J. H. Vose.
Fort Snelling,	On the Upper Mississippi,	St. Louis,	Colonel J. Snelling.
Cantonment Brady,	Michigan Territory,	Sault St. Marie,	Major E. Cutler.
Fort Mackinac,	Michigan Territory,	Detroit,	Brevet Major W. Whistler.
Fort Howard, Green Bay,	Michigan Territory,	Detroit,	Colonel N. Pinkney.
Fort Shelby,	Michigan Territory,	Detroit,	Major D. Baker.
Fort Niagara,	New York,	Youngstown,	Captain E. Boardman.
Madison Barracks,	New York,	Sackett's Harbor,	Brevet Brigadier General H. Brady.
Arsenal near Richmond,	Virginia,	Chesterfield C. H.	Captain D. T. Welch.
Arsenal, Augusta,	Georgia,	Augusta,	Brevet Major M. M. Payne.
Arsenal, Pittsburg,	Pennsylvania,	Pittsburg,	Brevet Major S. Churchill.
Arsenal, Watertown,	Massachusetts,	Watertown,	Brevet Major H. K. Craig.
Arsenal, Watervliet,	New York,	Watervliet,	Brevet Major G. Talcott.
Arsenal, Rome,	New York,	Rome,	Lieutenant I. Simonson.
Arsenal, New York,	New York,	New York,	Lieutenant James Monroe.
Arsenal, Frankford,	Pennsylvania,	Frankford,	Lieutenant T. I. Baird.
Arsenal, Baltimore,	Maryland,	Baltimore,	Captain N. Baden.
Arsenal, Greenleaf's Pt.,	District of Columbia,	Washington,	Lieutenant W. H. Bell.

The western department comprises all west of a line drawn from the southernmost point of East Florida to the northwest extremity of Lake Superior, taking in the whole of Tennessee and Kentucky; and the eastern department all east of such line.

The head-quarters of the general-in-chief is in the District of Columbia.

The head-quarters of the commanding general of the western department is at Louisville, Kentucky; and the head-quarters of the commanding general of the eastern department is at Governor's Island, New York.

Cadets, acting as supernumerary officers in the army, by brevet commissions, will be promoted successively to vacancies which may occur in the lowest grade of the arm to which they may be attached, conformably to the rank held by each on the merit-roll when recommended for promotion.

Those officers whose stations are changed by transfers and promotions will report for duty accordingly.

By order:

CHARLES J. NOURSE, *Acting Adjutant General.*